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**ROYAL CANADIAN MOUNTED
POLICE - FIRST NATIONS
COMMUNITY POLICING
SERVICES (RCMP - FNCPS)
AGREEMENTS**

Volume 4

NO. 1995-11

**Aboriginal Policing
Series**

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POLICE - FIRST NATIONS
COMMUNITY POLICING
SERVICES (RCMP - FNCPS)
AGREEMENTS**

Volume 4

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This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of RCMP - FNCPS Agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted.

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RCMP-First Nations Community
Policing Services
(RCMP-FNCP) agreements.

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SECTION 1



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AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

ENGLISH RIVER FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 3rd DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

ENGLISH RIVER FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "English River First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within English River First Nation Territories consistent with the needs of the English River First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the English River First Nations have a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the English River First Nation is to establish a First Nation administered Police Service for the English River First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the English River First Nation Territory as defined in this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Beauval Detachment" means the organizational component of the Division of the RCMP which is assigned the responsibility, for the provision of police services within the English River First Nation, that has prescribed territorial boundaries and includes the Patuanak RCMP First Nations Community Police Service;

"Band Council" means the Chief and Council of the English River First Nation;

"By-Law" means the by-laws enacted by the Band Council of English River First Nation pursuant to the Indian Act;

"Commander of the Beauval Detachment" means the RCMP employee in charge of the Beauval Detachment who manages the physical, financial and human resources of the Detachment;

"Commander of the Patuanak RCMP First Nations Community Police Service" means the RCMP employee in charge of the Patunak RCMP First Nations Community Police Service who reports to the Commander of Beauval Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"English River First Nation" means English River Band No. 400 established pursuant to the Indian Act;

"English River First Nation Territory" means the Wapachewunak Reserve No. 192D, Knee Lake Reserve No. 192B, Dipper Rapids Reserve No. 192C, and Primeau Lake Reserve No. 192F which are "reserves" as defined in subsection 2(1) of the Indian Act;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, the Province and the English River Band No. 400;

"Police Management Board" means the group established under section 7 of this Agreement and which consists of members of the English River First Nation;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

2.2 This Agreement applies to the provision of policing services for English River First Nation and the establishment of the Patuanak RCMP First Nation Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on September 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of two(2) Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the English River First Nation and the provision of the RCMP Patuanak First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the English River First Nation:

- (a) on April 1 of each Fiscal Year, an amount not to exceed \$2,080 in each Fiscal Year for the costs of the Police Management Board described in Section 7. This amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5;
- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in Section 8. This amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1000 per month for the salaries or honorarium of its members and \$3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the English River First Nation and the provision of the Patuanak River RCMP First Nation Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by Parliament, Canada agrees to provide to the English River First Nation:
 - (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1,920 in each Fiscal Year for the costs of the Police Management Board described in section 7. This amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5;
 - (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8. This amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1000 per month for the salaries or honorarium and \$3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the English River First Nation copies of the appropriate documents which identify costs billed to Canada and Saskatchewan for the policing services provided by the RCMP First Nations Community Policing Service to the English River First Nation;

SECTION 6: ROLE AND RESPONSIBILITIES OF THE ENGLISH RIVER FIRST NATION

6.1 The English River First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

- (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
- (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
- (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
- (d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the English River First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
- (e) on or before June 30 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and
- (f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The English River First Nation or its designated representative shall, in accordance with the Indian Act, provide two (2) residences at The English River First Nation for the use of the RCMP First Nations Community Policing Service Members that are suitable to their needs and that are to the satisfaction of the Commissioner.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the English River First Nation should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

- (a) identify policing issues and concerns of the communities to a representative of the Patuanak RCMP First Nations Community Police Service;
- (b) work with the Patuanak RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
- (c) work with the RCMP to develop, in consultation with a representative of the Patuanak RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
- (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Patuanak RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in section 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.

7.5 The Police Management Board for the English River First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the English River First Nation.

7.5 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the RCMP First Nations Community Policing Service will be provided by one or more Elders from the English River First Nation who shall perform their duties as employees of the English River First Nation.

8.2 The English River First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders will be selected by the Police Management Board in consultation with the Commander of the Patuanak RCMP First Nations Community Police Service.

8.4 The Community Support Services will act as a liaison between the community and the Patuanak RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

- (a) provide Members of the Patuanak RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
- (b) identify community resources that may be utilized in handling sensitive community issues; and
- (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the communities on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) Assign the equivalent of two(2) Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the English River First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement.
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the English River First Nation are culturally compatible with that community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the English River First Nation and at least 80% of this time shall be spent within the boundaries of the English River First Nation Territory as defined in this Agreement;
- (e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the English River First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Beauval Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the English River First Nation are supplied on a monthly basis to the Band Council or their designated representatives and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;
- (h) enforce present or future Band By-Laws enacted by the English River First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,

- (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
- (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) pay a fee for the use of residences provided by the English River First Nation under subsection 6.2 at a rate to be agreed to by the parties in an agreement; such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the English River First Nation receive, in a timely manner, training to allow them to meet the needs of the community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of English River First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the English River First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;

- (c) serve and protect the communities;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP-First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in Section 9.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of police services which will assist the community and the police service to address specific community issues and concerns; and
- (i) live in the community when suitable accommodation which meets the needs of the RCMP-First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the English River First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of Beauval Detachment will ensure that the policing needs of the communities are met;
- (b) the Commanders of Beauval Detachment has the authority and responsibility for the personnel who provide the policing services for the English River First Nation; and
- (c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of the Patuanak RCMP First Nations Community Police Service or the Commander of Beauval Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

- 12.1 The English River First Nation shall indemnify and save harmless Canada and Saskatchewan and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement.
- 12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 12.4 The English River First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the English River First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) English River First Nation:

The Chief
English River First Nation
General Delivery
Patunak, Saskatchewan
S0M 2H0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

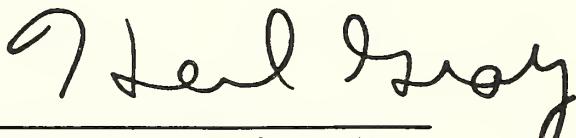
16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

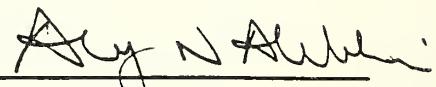
17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and English River First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

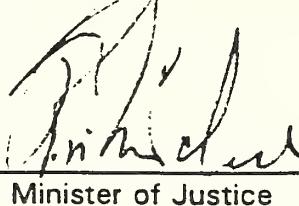


Solicitor General of Canada

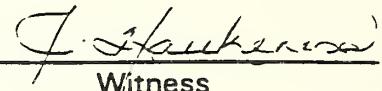


Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

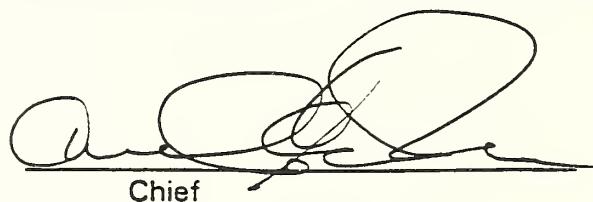


Minister of Justice

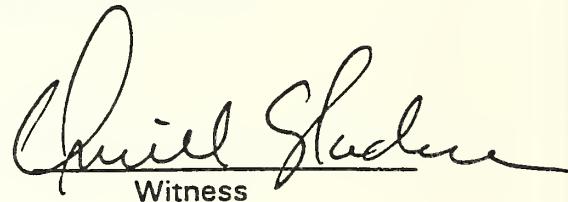


Witness

ENGLISH RIVER FIRST NATION AS REPRESENTED BY ITS CHIEF

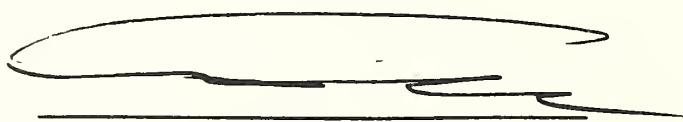


Chief

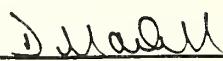


Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.



Commissioner



Witness

SECTION 2

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

STURGEON LAKE FIRST NATION
WAHPETON DAKOTA NATION
LAC LA RONGE INDIAN BAND
MONTREAL LAKE CREE NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 12th DAY OF SEPTEMBER, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE STURGEON LAKE FIRST NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as "Sturgeon Lake First Nation")

of the third part

- AND -

THE WAHPETON DAKOTA NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as the "Wahpeton Dakota Nation")

of the fourth part

- AND -

THE LAC LA RONGE INDIAN BAND,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as "Lac La Ronge Indian Band")

of the fifth part

- AND -

THE MONTREAL LAKE CREE NATION,
AS REPRESENTED BY ITS CHIEF AND COUNCIL
(hereinafter referred to as "Montreal Lake Cree Nation")

of the sixth part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within territories of the Sturgeon Lake First Nation, Wahpeton Dakota Nation, Lac La Ronge Indian Band and Montreal Lake Cree Nation consistent with the needs of those First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nation Territories and that the First Nations have a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of Sturgeon Lake First Nation, Wahpeton Dakota Nation, Lac La Ronge Indian Band and Montreal Lake Cree Nation is to establish a First Nation administered Police Service for their Bands and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Territories of the First Nations as defined in the Definitions.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Councils" means the councils of the Sturgeon Lake First Nation, Wahpeton Dakota Nation, Lac La Ronge Indian Band and Montreal Lake Cree Nation;

"Bands" means the Sturgeon Lake Band, the Wahpeton Band, Lac La Ronge Band, and Montreal Lake Band;

"By-Law" means the by-laws enacted by the Band Council of Sturgeon Lake, Wahpeton, Lac La Ronge and Montreal Lake First Nations pursuant to the Indian Act;

"Commander of the Prince Albert Detachment" means the RCMP Member in charge of the Prince Albert Detachment who manages the physical, financial and human resources of the Detachment;

"Commander of the Sturgeon Lake RCMP First Nations Community Police Service" means the RCMP Member in charge of the Sturgeon Lake RCMP First Nations Community Police Service who reports to the Commander of Prince Albert Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Lac La Ronge Indian Band" means the La Ronge Band No. 353 as established pursuant to the Indian Act;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Montreal Lake Cree Nation" means the Montreal Lake Band No. 354 as established by the Indian Act;

"Parties" means Canada, the Province and the Bands as defined by this Agreement;

"Police Management Board" means the group established under Section 7 of this Agreement;

"Prince Albert Detachment" means the organizational component of the division of the RCMP which is assigned the responsibility, for the provision of police services within the territory of the Bands, as defined in this Agreement that has prescribed territorial boundaries and includes the Sturgeon Lake RCMP First Nations Community Police Service;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"Sturgeon Lake First Nation" means the Sturgeon Lake Band No. 360 established pursuant to the Indian Act;

"Territory of the Bands" means Sturgeon Lake Indian Reserves No. 101 and 101A, Wahpeton Indian Reserves No. 94 and 94B, Little Red Indian Reserves 106C and 106D and Montreal Lake Reserve 106B, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"Wahpeton Dakota Nation" means the Wahpeton Band No. 358 established pursuant to the Indian Act;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement applies to the provision of policing services for the Bands and the establishment of the Sturgeon Lake RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.
- 2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on September 30, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to Section 15 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a minimum complement of three (3) Members and .5 secretarial/support staff of the RCMP First Nations Community Policing Service for the Bands and the provision of the Sturgeon Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 4.2 The Actual Costs referred to in Section 4.1 will include the costs of renting police office facilities based at the Sturgeon Lake Reserve as provided by the Sturgeon Lake First Nation. The applicable rate shall be \$10.00 per square foot (\$107.64 per square metre) up to a maximum of 800 square feet.
- 4.3 The facilities referred to in Section 4.2 must meet the operational needs of the RCMP First Nations Community Police Service.

– In addition to the Actual Costs set out in Section 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Bands;

- (a) on April 1 of each Fiscal Year, an amount not to exceed \$3,120.00 for the costs of the Police Management Board described in Section 7. This amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 of its members;
- (b) on April 1 of each Fiscal Year, an amount not to exceed \$11,700.00 in each Fiscal Year for the costs of the Community Support Services described in Section 8. This amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,500.00 per month for the salaries or honorarium of its members and \$4500.00 per year in travel and liability insurance costs as referred to in Sections 13.4 and 13.5; and
- (c) on April 1 of each Fiscal Year, an amount not to exceed \$20,800.00 for the Community Case Worker described in section 9. This amount represents 52% of the estimated costs of the salary, benefits, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 for a Community Case Worker to work with the police.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members and .5 secretarial/support staff of the RCMP First Nations Community Policing Service for the Bands and the provision of the Sturgeon Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 5.2 The Actual Costs referred to in Section 5.1 will include the costs of renting police office facilities at Sturgeon Lake Reserve as provided by the Sturgeon Lake First Nation. The applicable rate shall be \$10.00 per square foot (107.64 per square metre) up to a maximum of 800 square feet.
- 5.3 The facilities referred to in Section 5.2 must meet the operational needs of the RCMP First Nations Community Policing Service.

5.4 In addition to the Actual Costs set out in Section 5.1 and subject to appropriation, the Province agrees to provide to the Bands:

- (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$2,880.00 for the costs of the Police Management Board described in Section 7. This amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 of its members;
- (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$10,800.00 in each Fiscal Year for the costs of the Community Support Services described in Section 8. This amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1,500.00 per month for the salaries or honorarium of its members and \$4,500.00 per year in travel and liability insurance costs as referred to in Sections 13.4 and 13.5; and
- (c) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$19,200 for the Community Case Worker described in section 9. This amount represents 48% of the estimated costs of the salary, benefits, travel and liability insurance costs as referred to in Sections 13.4 and 13.5 for a Community Case Worker to work with the police.

5.5 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Police Management Board copies of the appropriate documents which identify costs billed to Canada and Saskatchewan for the policing services provided to the Bands.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BAND COUNCILS

6.1 The Band Councils or their designated representatives shall, pursuant to the provisions of this Agreement:

- (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
- (b) identify persons suitable for the position of Community Case Worker to be selected by the Police Management Board in consultation with the RCMP;
- (c) determine the terms of reference of the Police Management Board within fifteen (15) days of the signing of this Agreement;

- (d) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
- (e) maintain financial records with respect to the funds referred to in section 6.1(d) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations established by the Bands, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
- (f) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and
- (g) upon submission of the financial statement referred to in paragraph (f) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Bands or their designated representatives shall provide the following facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner at the following locations and up to the following limits:

- (a) at Sturgeon Lake First Nation, police office facilities to a maximum of 800 square feet.
- (b) at Sturgeon Lake First Nation, three (3) residences for the use of the RCMP First Nations Community Policing Service Members.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Bands should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

- (a) identify policing issues and concerns of the communities to a representative of the Sturgeon Lake RCMP First Nations Community Police Service;
- (b) work with the Sturgeon Lake RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
- (c) work with the RCMP to develop, in consultation with a representative of the Sturgeon Lake RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and
- (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Sturgeon Lake RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in section 4.4(a) and 5.4(a) of this Agreement will be subject of discussions between the Parties.

7.5 The members of the Police Management Board shall perform their duties as employees of the Bands and shall consist of no less than five (5) members.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by Elders from the Bands who shall perform their duties as employees of the Bands.
- 8.2 The Bands agree to supply to the RCMP a list of candidates who may be suitable for that function.
- 8.3 The Elders will be selected in consultations between the Commander of the Sturgeon Lake RCMP First Nations Community Police Service and the Police Management Board.

8.4 The Community Support Services will act as a liaison between the communities and the Sturgeon Lake RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the communities. In particular, the Community Support Services will:

- (a) provide Members of the Sturgeon Lake RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the communities;
- (b) identify community resources that may be utilized in handling sensitive community issues; and
- (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the communities on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 30 hours per week.

SECTION 9: FIRST NATION COMMUNITY CASE WORKER

9.1 The Community Case Worker for the RCMP First Nations Community Police Service will be an employee of the Bands performing duties outlined in Sections 9.4 and 9.5 under the direction of the Commander of the Prince Albert Detachment.

9.2 The Bands agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

9.3 The Community Case Worker will be selected by the Police Management Board in consultation with the Commander of Prince Albert Detachment for the Sturgeon Lake RCMP First Nations Community Police Service.

9.4 The Community Case Worker will act as a liaison between members of the community, community agencies and the Sturgeon Lake RCMP First Nations Community Police Service and in doing so enhance the level and quality of service provided to members of the community. In particular, the Community Case Worker will:

- (a) work out of a police office, under the direction of the Commander of the Prince Albert Detachment, maintaining client files, updating clients on file progress while maintaining an appropriate case management and information recording system;
- (b) recruit and provide training for volunteers;

- (c) assign case work to volunteers and in addition oversees, and provide guidance and advice to volunteers on appropriate service delivery to meet policing objectives; and
- (d) meet and maintain security requirements of the RCMP and ensure that this same criteria is met by all volunteers.

9.5 In addition to the duties set out in subsection 9.4 the Community Case Worker, through the assistance of volunteers will:

- (a) assist clients subject of police files and, when necessary, make referrals to other agencies;
- (b) assist clients in obtaining financial reparation, court witness assistance, and the recovering of property;
- (c) assist victims in seeking medical attention when necessary and co-ordinate professional services for victims;
- (d) attend court with victims as well as ensures children are oriented to the court process;
- (e) ensure that members of the communities are aware of services provided by police through educational programs;
- (f) encourage victims of crime to report offenses to police and, through knowledge of the community, identify victims of crime to police;
- (g) act as a liaison between police, educational institutions, inter-agency groups, social service agencies, self-help groups, and community Elders to improve and maintain communications; and
- (h) assist the Police Management Board in identifying and developing crime prevention strategies.

9.6 The Community Case Worker will perform duties set out in subsections 9.4 and 9.5 for a minimum of forty (40) hours per week under the supervision of the Commander of the Sturgeon Lake RCMP First Nations Community Police Service.

9.7 The Community Case Worker shall receive training commensurate to the duties outlined in subsections 9.4 and 9.5. The training costs and other related costs will be borne solely by the Province unless otherwise agreed to in writing by Canada.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP

10.1 The RCMP will:

- (a) assign three (3) Members and .5 secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Bands pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Sturgeon Lake RCMP First Nations Community Police Service are culturally compatible with those communities;
- (c) ensure that the process referred to in 10.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Bands in the territory defined in this Agreement and at least 80% of this time shall be spent within the boundaries of the Territory of the Bands as defined in this agreement;
- (e) ensure that the time spent outside of the Territory of the Bands's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Prince Albert Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Bands are supplied on a monthly basis to the Band Councils or their designated representatives and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils and the Police Management Board;

- (h) enforce present or future Band By-Laws enacted by the Band Councils pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve;
- (i) pay a fee for use of police office facilities provided by Sturgeon Lake First Nation under paragraph 6.2 (a) at an annual rate of \$10.00 per square foot (\$107.64 per square metre); such fee shall form part of the Actual Costs; and
- (j) pay a fee for use of residences when provided by the Bands under paragraph 6.2(b) at a rate to be agreed to by the parties in an agreement with the RCMP; such fee will form part of the Actual Costs.

10.2 The RCMP will ensure that Members providing service for the Bands receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the Bands.

SECTION 11: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

11.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Bands to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

11.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 10, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the communities;
- (d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 10.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the communities to address specific community issues and concerns; and
- (i) live in the communities when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service and which is to the satisfaction of the Commissioner is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the communities.

SECTION 12: SPECIAL PROVISIONS

12.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the appropriate Commander of the Prince Albert Detachment will ensure that the policing needs of the communities are met;

- (b) the Commander of the Prince Albert Detachment has the authority and responsibility for the personnel who provide the policing services for the Bands; and
- (c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Commander of the Sturgeon Lake RCMP First Nations Community Police Service or of the Commander of Prince Albert Detachment as may be appropriate under the circumstances.

SECTION 13: INDEMNIFICATION

- 13.1 The Bands shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or the Community Case Worker or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 13.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Bands, Band Councils, the Police Management Board, the Community Support Services or the Community Case Worker and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.
- 13.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 13.4 The Bands shall, without limiting their obligations herein, insure the operations of the Police Management Board and Community Support Services and the Community Case Worker under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000 per occurrence insuring against bodily injury, personal injury, and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 13.5 The Sturgeon Lake First Nation shall provide proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 14: AMENDMENT

14.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 15: TERMINATION

15.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

15.2 Upon termination of this Agreement by any party, the Bands agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 16: NOTICES

16.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) The Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) The Bands:

The Chief
Sturgeon Lake First Nation
Comp 5 Site 12 R.R. 1
Shellbrook, Saskatchewan
S0J 2E0

The Chief
Wahpeton Dakota Nation
P.o. Box 128
Prince Albert, Saskatchewan
S6V 5R4

The Chief
Lac La Ronge Indian Band
Box 480
La Ronge, Saskatchewan
S0J 1L0

The Chief
Montreal Lake Cree Nation
General Delivery
Montreal Lake, Saskatchewan
S0J 1Y0

SECTION 17: SAVING PROVISION

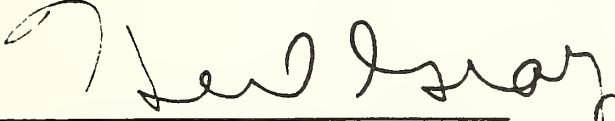
- 17.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 17.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 18: DISPUTES

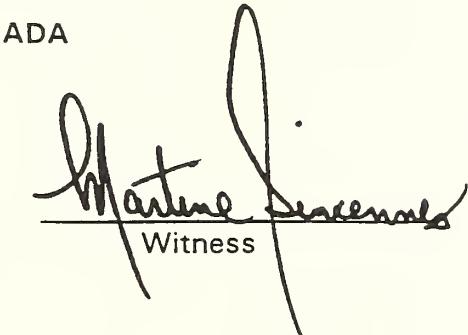
- 18.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Bands that are party of this Agreement, in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



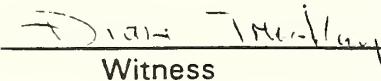
Solicitor General of Canada



Witness

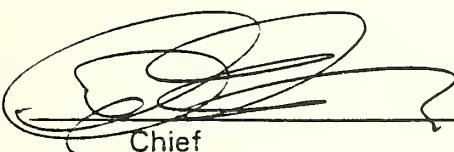
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Minister of Justice

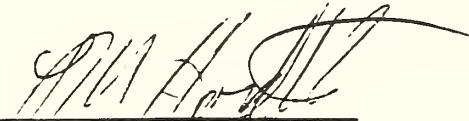


Witness

THE STURGEON LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

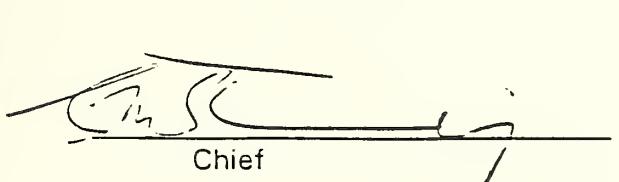


Chief

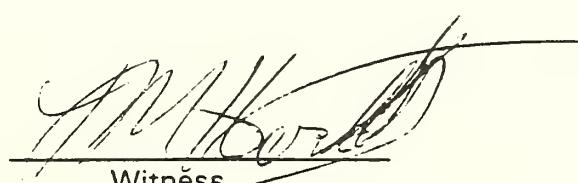


Witness

THE WAHPETON DAKOTA NATION AS REPRESENTED BY ITS CHIEF

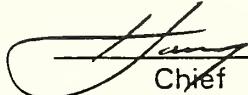


Chief



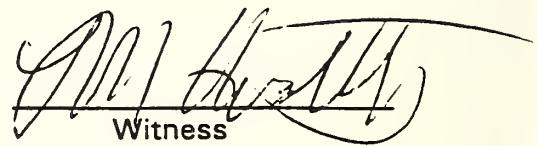
Witness

THE LAC LA RONGE INDIAN BAND AS REPRESENTED BY ITS CHIEF



Chief

PC



Witness

THE MONTREAL LAKE CREE NATION AS REPRESENTED BY ITS CHIEF



Chief

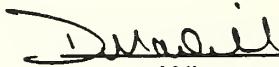


Witness

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED BY THE COMMISSIONER



Commissioner



Witness

SECTION 3

AGREEMENT BETWEEN
CANADA - SASKATCHEWAN
AND THE
MUSKODAY FIRST NATION
FOR THE
ROYAL CANADIAN MOUNTED POLICE -
FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE MUSKODAY FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Muskoday First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Muskoday First Nation Territory consistent with the needs of the Muskoday First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Muskoday First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.1-5 specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Muskoday First Nation is to establish a First Nation administered Police Service for the Muskoday First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Muskoday First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Council" means the band council of the Muskoday First Nation;

"By-Law" means the by-laws enacted by the Band Council of the Muskoday First Nation pursuant to the Indian Act;

"Commander of the Prince Albert Detachment" means the RCMP Member in charge of the Prince Albert Detachment who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Muskoday First Nation" means the Muskoday Indian Band number 371 which has been established pursuant to the Indian Act, R.S.C. 1985, c.I-5;

"Muskoday First Nation Territory" means the Muskoday Reserve number 99 which is a "reserve" as defined in subsection 2(1) of the Indian Act.

"Parties" means Canada, the Province and the Muskoday First Nation;

"Police Management Board" means the group established under section 7 of this Agreement;

"Prince Albert Detachment" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Muskoday First Nation that has prescribed territorial boundaries and includes the Muskoday First Nation Community Police Service;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.
- 2.2 This Agreement applies to the provision of policing services for Muskoday First Nation and the establishment of the Muskoday RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on September 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to Section 14 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Muskoday First Nation and the provision of the Muskoday RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Muskoday First Nation:
 - (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,664 in each Fiscal Year for the costs of the Police Management Board described in Section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium, travel costs and liability insurance coverage of its members as referred to in Sections 12.4 and 12.5; and

(b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium of its members and \$3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of one (1) Member of the RCMP First Nations Community Policing Service for the Muskoday First Nation and the provision of the Muskoday RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Muskoday First Nation:

(a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium, travel costs and liability insurance coverage of its members as referred to in Sections 12.4 and 12.5; and

(b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium of its members and \$3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Muskoday First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Muskoday First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE MUSKODAY FIRST NATION

6.1 The Muskoday First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

- (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
- (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
- (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
- (d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Muskoday First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
- (e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and
- (f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Muskoday First Nation shall provide or cause to be provided a police facility to a maximum of 200 square feet (at an annual rate of \$10.00 per square foot (\$107.64 per square metre), such amount shall form part of the Actual Costs) at Muskoday First Nation that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Muskoday First Nation shall, in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the Muskoday First Nation should be representative of the community and may include participants who are Elders, women, and youth.
- 7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:
 - (a) identify policing issues and concerns of the community to a representative of the Muskoday RCMP First Nations Community Police Service;
 - (b) work with the Muskoday RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the Muskoday RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
 - (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Muskoday RCMP First Nations Community Police Service.
- 7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.
- 7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.
- 7.5 The Police Management Board for the Muskoday First Nation shall consist of no less than four (4) members who shall perform their duties as employees of the Muskoday First Nation.
- 7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the Muskoday RCMP First Nation Community Police Service will be provided by one or more Elders from the Muskoday First Nation who shall perform their duties as employees of the Muskoday First Nation.
- 8.2 The Muskoday First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Prince Albert Detachment.
- 8.4 The Community Support Services will act as a liaison between the community and the Muskoday RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the Muskoday RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and
 - (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.
- 8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

- 9.1 The RCMP will:
 - (a) Assign the equivalent of one (1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Muskoday First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Muskoday First Nation are culturally compatible with this community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Muskoday First Nation and at least 80% of this time shall be spent within the boundaries of the Muskoday First Nation Territory;
- (e) ensure that the time spent outside of the Muskoday First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Muskoday First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Prince Albert Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Muskoday First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;
- (h) enforce the by-laws made by the Muskoday First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,

- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve;
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) rent police office facilities provided by the Muskoday First Nation under subsection 6.2 at an annual rental rate of \$10.00 per square foot (\$107.64 per square metre); such rent shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Muskoday First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Muskoday First Nation.

SECTION 10: . ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Muskoday First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;

- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns.
- (i) upon mutual consent of both the Member of the Muskoday RCMP First Nations Community Police Service affected and the Police Management Board, one member may live in the community when suitable accommodation is available.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the Muskoday First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Prince Albert Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of the Prince Albert Detachment has the authority and responsibility for the personnel who provide the policing services for the Muskoday First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Prince Albert Detachment or a Member of the Muskoday RCMP First Nations Community Police Service as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Muskoday First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

- 12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.
- 12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 12.4 The Muskoday First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.
- 14.2 Upon termination of this Agreement by any party, the Muskoday First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Muskoday First Nation:

The Chief
Muskoday First Nation
Box 9
Birch Hills, Saskatchewan
S0J 0G0

SECTION 16: SAVING PROVISION

- 16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.
- 16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

- 17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Muskoday First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Thel Gray

Solicitor General of Canada

Stan N. Albrecht

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

John F. Warkentin

Minister of Justice

T. G. Thompson

Witness

MUSKODAY FIRST NATION AS REPRESENTED BY ITS CHIEF

Curton Bear

Chief

Arthur Dressey

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

John M. D. MacLennan

Commissioner

D. MacLennan

Witness

SECTION 4

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

HATCHET LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE HATCHET LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Hatchet Lake First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Hatchet Lake First Nation Territory consistent with the needs of the Hatchet Lake First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Hatchet Lake First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.1-5 specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Hatchet Lake First Nation is to establish a First Nation administered Police Service for the Hatchet Lake First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Hatchet Lake First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Council" means the band council of the Hatchet Lake First Nation;

"By-Law" means the by-laws enacted by the Band Councils of the Hatchet Lake First Nation pursuant to the Indian Act;

"Commander of the Wollaston Lake Detachment" means the RCMP Member in charge of the Wollaston Lake Detachment who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Hatchet Lake First Nation" means the Hatchet Lake Band number 352 which has been established pursuant to the Indian Act;

"Hatchet Lake First Nation Territory" means the Lac La Hache Reserve number 220 which is a "reserve" as defined in subsection 2(1) of the Indian Act.

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, the Province and the Hatchet Lake First Nation;

"Police Management Board" means the group established under section 7 of this Agreement;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"Wollaston Lake Detachment" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Hatchet Lake First Nation and that has prescribed territorial boundaries and includes the RCMP First Nations Community Policing Service for Hatchet Lake.

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.
- 2.2 This Agreement applies to the provision of policing services for Hatchet Lake First Nation and the establishment of the RCMP First Nations Community Police Service at Hatchet Lake and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to Section 14 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Hatchet Lake First Nation and the provision of the RCMP First Nations Community Police Service at Hatchet Lake in accordance with the terms and conditions set out in the Framework Agreement.
- 4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Hatchet Lake First Nation:
 - (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium of its members and \$3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.
- (c) on April 1 of each fiscal year 52% of the funding for .5 clerk-stenographer position for the Hatchet Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels:
 - (i) \$5,070 towards the salary and \$767.52 towards the benefits in the fiscal year 1995/96;
 - (ii) \$5,590 towards the salary and \$838.50 towards the benefits in the fiscal year 1996/97; and
 - (iii) \$6,370 towards the salary and \$916.50 towards the benefits in the fiscal year 1997/98.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Hatchet Lake First Nation and the provision of the RCMP First Nations Community Police Service at Hatchet Lake in accordance with the terms and conditions set out in the Framework Agreement.
- 5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Hatchet Lake First Nation:
 - (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

- (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium of its members and \$3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.
- (c) on April 1 of each fiscal year 48% of the funding for .5 clerk stenographer position for the Hatchet Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels;
 - (i) \$4,680 towards the salary and \$708.48 towards the benefits in the fiscal year 1995/96;
 - (ii) \$5,160 towards the salary and \$774.00 towards the benefits in the fiscal year 1996/97; and
 - (iii) \$5,880 towards the salary and \$846.00 towards the benefits in the fiscal year 1997/98.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Hatchet Lake First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided to the Hatchet Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE HATCHET LAKE FIRST NATION

- 6.1 The Hatchet Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:
 - (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
 - (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;

- (d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Hatchet Lake First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
- (e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and
- (f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the Hatchet Lake First Nation should be representative of the community and may include participants who are Elders, women, and youth.
- 7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:
 - (a) identify policing issues and concerns of the community to a representative of the RCMP First Nations Community Police Service at Hatchet Lake;
 - (b) work with the RCMP First Nations Community Police Service at Hatchet Lake in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the RCMP First Nations Community Police Service at Hatchet Lake, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and

- (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the RCMP First Nations Community Police Service at Hatchet Lake.
- 7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.
- 7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.
- 7.5 The Police Management Board for the Hatchet Lake First Nation shall consist of no less than four (4) members who shall perform their duties as employees of the Hatchet Lake First Nation.
- 7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the Hatchet Lake RCMP First Nation Community Police Service will be provided by one or more Elders from the Hatchet Lake First Nation who shall perform their duties as an employee of the Hatchet Lake First Nation.
- 8.2 The Hatchet Lake First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Wollaston Detachment.
- 8.4 The Community Support Services will act as a liaison between the community and the RCMP First Nations Community Police Service at Hatchet Lake and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the RCMP First Nations Community Police Service at Hatchet Lake with spiritual and cultural advice on sensitive issues within the community;

- (b) identify community resources that may be utilized in handling sensitive community issues; and
- (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) Assign the equivalent of three (3) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Hatchet Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Hatchet Lake First Nation are culturally compatible with this community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Hatchet Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Hatchet Lake First Nation Territory;
- (e) ensure that the time spent outside of the Hatchet Lake First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Hatchet Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Wollaston Lake Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Hatchet Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;

- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and
- (h) enforce the by-laws made by the Hatchet Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

9.2 The RCMP will ensure that Members providing service for the Hatchet Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Hatchet Lake First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Hatchet Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
- (i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the Hatchet Lake First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Wollaston Lake Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of the Wollaston Lake Detachment has the authority and responsibility for the personnel who provide the policing services for the Hatchet Lake First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Wollaston Lake Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Hatchet Lake First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.

12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.

- 12.4 The Hatchet Lake First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.
- 14.2 Upon termination of this Agreement by any party, the Hatchet Lake First Nation agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

- 15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Hatchet Lake First Nation:

The Chief
Hatchet Lake First Nation
General Delivery
Wollaston Lake, Saskatchewan
SOJ 3C0

SECTION 16: SAVING PROVISION

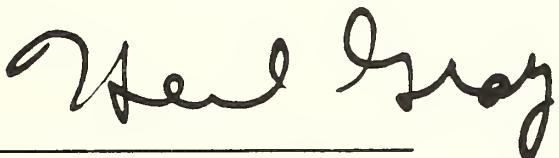
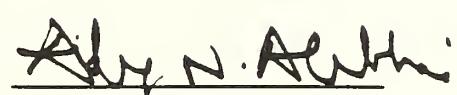
- 16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.
- 16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

- 17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Hatchet Lake First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

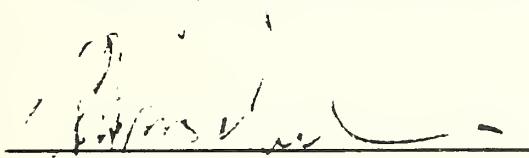
HER MAJESTY THE QUEEN IN RIGHT OF CANADA

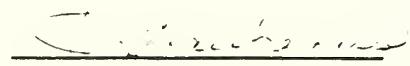
Solicitor General of Canada

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN



Minister of Justice

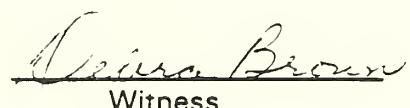


Witness

HATCHET LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

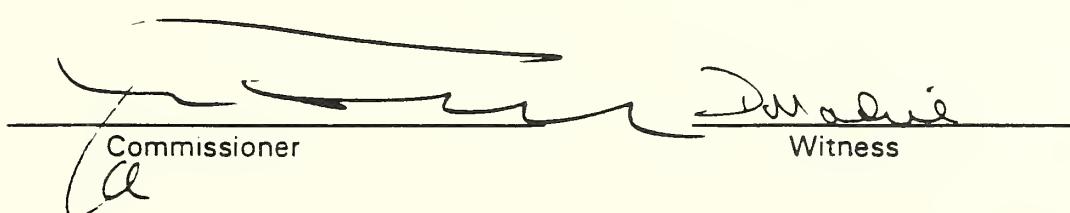


Chief



Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.



Commissioner



Witness

SECTION 5

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

CANOE LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE CANOE LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Canoe Lake First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Canoe Lake First Nation Territory consistent with the needs of the Canoe Lake First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Canoe Lake First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Canoe Lake First Nation is to establish a First Nation administered Police Service for the Canoe Lake First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Canoe Lake First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Council" means the band council of the Canoe Lake First Nation;

"Beauval Detachment" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Canoe Lake First Nation, that has prescribed territorial boundaries and includes the Canoe Lake RCMP First Nations Community Police Service;

"By-Law" means the by-laws enacted by the Band Council of the Canoe Lake First Nation pursuant to the Indian Act;

"Canoe Lake First Nation" means the Canoe Lake Band number 394 which has been established pursuant to the Indian Act;

"Canoe Lake First Nation Territory" means the Canoe Lake Reserves numbers 165, 165A, 165B, which are "reserves" as defined in subsection 2(1) of the Indian Act.

"Commander of the Beauval Detachment" means the RCMP Member in charge of the Beauval Detachment who manages the physical, financial and human resources of the Detachment;

"Commander of the Canoe Lake RCMP First Nations Community Police Service" means the RCMP Member in charge of the Canoe Lake RCMP First Nations Community Police Service who reports to the Commander of Beauval Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, the Province and the Canoe Lake First Nation;

"Police Management Board" means the group established under section 7 of this Agreement;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.
- 2.2 This Agreement applies to the provision of policing services for Canoe Lake First Nation and the establishment of the Canoe Lake RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of 1.5 Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the Canoe Lake First Nation and the provision of the Canoe Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Canoe Lake First Nation:

- (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and
- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of 1.5 Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service for the Canoe Lake First Nation and the provision of the Canoe Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Canoe Lake First Nation:

- (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

- (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Canoe Lake First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Canoe Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE CANOE LAKE FIRST NATION

6.1 The Canoe Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:

- (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
- (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
- (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
- (d) maintain financial records with respect to the funds referred to in paragraph 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Canoe Lake First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
- (e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

- (f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

6.2 The Canoe Lake First Nation shall provide or cause to be provided a police facility to a maximum of 500 square feet (at an annual rate of \$10.00 per square foot (\$107.64 per square metre), such amount shall form part of the Actual Costs) at Canoe Lake First Nation that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Canoe Lake First Nation shall, in accordance with the Indian Act enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

6.3 Canoe Lake First Nation may, in accordance with the Indian Act enter into an arrangement with an individual Member of the Canoe Lake RCMP-FNCPS for the use of a residence and the fee for the use of such a residence shall be paid by the individual Member. These facilities shall be available for occupation by that Member on a date as mutually may be agreed upon by the Parties.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Canoe Lake First Nation should be representative of the community and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

- (a) identify policing issues and concerns of the community to a representative of the Canoe Lake RCMP First Nations Community Police Service;
- (b) work with the Canoe Lake RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;

- (c) work with the RCMP to develop, in consultation with a representative of the Canoe Lake RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
- (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Canoe Lake RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.

7.5 The Police Management Board for the Canoe Lake First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Canoe Lake First Nation.

7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

8.1 The Community Support Services for the Canoe Lake RCMP First Nation Community Police Service will be provided by one or more Elders from the Canoe Lake First Nation who shall perform their duties as employees of the Canoe Lake First Nation.

8.2 The Canoe Lake First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.

8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Canoe Lake RCMP First Nations Community Police Service.

8.4 The Community Support Services will act as a liaison between the community and the Canoe Lake RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:

- (a) provide Members of the Canoe Lake RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
- (b) identify community resources that may be utilized in handling sensitive community issues; and
- (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) assign the equivalent of 1.5 Members and .33 secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Canoe Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Canoe Lake First Nation are culturally compatible with this community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;

- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Canoe Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Canoe Lake First Nation Territory as defined in this Agreement;
- (e) ensure that the time spent outside of the Canoe Lake First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Canoe Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Beauval Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Canoe Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;
- (h) enforce present or future Band By-Laws enacted by the Canoe Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
 - (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
 - (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
 - (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

- (i) pay a fee for use of police office facilities provided by the Canoe Lake First Nation under subsection 6.2 at an annual rate of \$10.00 per square foot (\$107.64 per square metre); such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Canoe Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Canoe Lake First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Canoe Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.
- 10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:
 - (a) treat all people equally and with respect;
 - (b) uphold the Canadian Charter of Rights and Freedoms;
 - (c) serve and protect the community;
 - (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
 - (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;
 - (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
 - (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);

- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns.
- (i) upon mutual consent of both the Member of the Canoe Lake RCMP First Nations Community Police Service affected and the Police Management Board, one member may live in the community when suitable accommodation is available, as referred to in subsection 6.3.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the Canoe Lake First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Beauval Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of the Beauval Detachment has the authority and responsibility for the personnel who provide the policing services for the Canoe Lake First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Canoe Lake RCMP First Nations Community Police Service or the Commander of Beauval Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

12.1 The Canoe Lake First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.

- 12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or duties.
- 12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 12.4 The Canoe Lake First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.
- 14.2 Upon termination of this Agreement by any party, the Canoe Lake First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Canoe Lake First Nation:

The Chief
Canoe Lake First Nation
General Delivery
Canoe Narrows, Saskatchewan
S0M 0K0

SECTION 16: SAVING PROVISION

- 16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.
- 16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

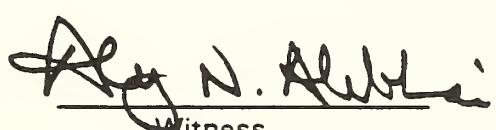
- 17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Canoe Lake First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

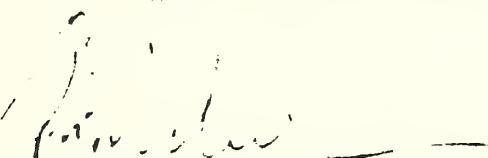


Solicitor General of Canada

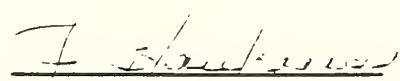


Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

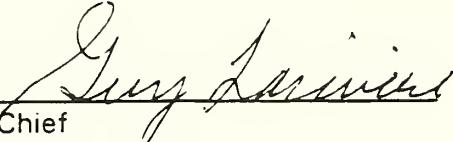


Minister of Justice

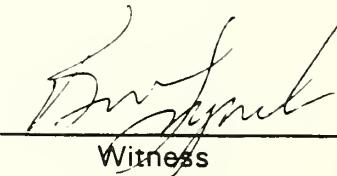


Witness

CANOE LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

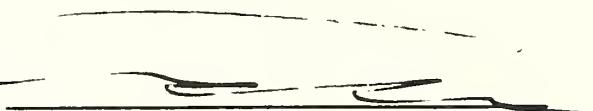


Chief



Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.



Commissioner



Witness

SECTION 6

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

FOND DU LAC FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 14th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE FOND DU LAC FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Fond du Lac First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Fond du Lac First Nation Territory consistent with the needs of the Fond du Lac First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Fond du Lac First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, C.1-5 specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Fond du Lac First Nation is to establish a First Nation administered Police Service for the Fond du Lac First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Fond du Lac First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Council" means the band council of the Fond du Lac First Nation;

"By-Law" means the by-laws enacted by the Band Councils of the Fond du Lac First Nation pursuant to the Indian Act;

"Commander of the Fond du Lac Detachment" means the RCMP Member in charge of the Fond du Lac Detachment who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Fond du Lac Detachment" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Fond du Lac First Nation Territory and that has prescribed territorial boundaries;

"Fond du Lac First Nation" means the Fond du Lac Band number 351 which has been established pursuant to the Indian Act;

"Fond du Lac First Nation Territory" means the Fond du Lac Reserves, numbers 227, 228, 229, 231, 232, and 233 which are "reserves" as defined in subsection 2(1) of the Indian Act.

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, the Province and the Fond du Lac First Nation;

"Police Management Board" means the group established under Section 7 of this Agreement;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police.

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.
- 2.2 This Agreement applies to the provision of policing services for Fond du Lac First Nation and the establishment of the Fond du Lac RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Fond du Lac First Nation and the provision of the Fond du Lac RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Fond du Lac First Nation:
 - (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5; and

- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.
- (c) on April 1 of each fiscal year 52% of the funding for .5 clerk-stenographer position for the Fond du Lac RCMP First Nations Community Police Service in an amount not to exceed the following levels;
 - (i) \$5,070 towards the salary and \$767.52 towards the benefits in the fiscal year 1995/96;
 - (ii) \$5,590 towards the salary and \$838.50 towards the benefits in the fiscal year 1996/97; and
 - (iii) \$6,370 towards the salary and \$916.50 towards the benefits in the fiscal year 1997/98.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three (3) Members of the RCMP First Nations Community Policing Service for the Fond du Lac First Nation and the provision of the Fond du Lac RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Fond du Lac First Nation:
 - (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage of its members as referred to in Sections 12.4 and 12.5; and
 - (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community

Support Services and includes \$1,000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance coverage as referred to in Sections 12.4 and 12.5.

- (c) on April 1 of each fiscal year 48% of the funding for .5 clerk stenographer position for the Fond du Lac RCMP First Nations Community Police Service in an amount not to exceed the following levels;
 - (i) \$4,680 towards the salary and \$708.48 towards the benefits in the fiscal year 1995/96;
 - (ii) \$5,160 towards the salary and \$774.00 towards the benefits in the fiscal year 1996/97; and
 - (iii) \$5,880 towards the salary and \$846.00 towards the benefits in the fiscal year 1997/98.
- 5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Fond du Lac First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided to the Fond du Lac First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE FOND DU LAC FIRST NATION

- 6.1 The Fond du Lac First Nation or its designated representative shall, pursuant to the provisions of this Agreement:
 - (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
 - (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
 - (d) maintain financial records with respect to the funds referred to in subsection 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Fond du Lac First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

- (e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and
- (f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the Fond du Lac First Nation should be representative of the community and may include participants who are Elders, women, and youth.
- 7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:
 - (a) identify policing issues and concerns of the community to a representative of the Fond du Lac RCMP First Nations Community Police Service;
 - (b) work with the Fond du Lac RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the Fond du Lac RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
 - (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Fond du Lac RCMP First Nations Community Police Service.
- 7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

- 7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.
- 7.5 The Police Management Board for the Fond du Lac First Nation shall consist of no less than four (4) members who shall perform their duties as employees of the Fond du Lac First Nation.
- 7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the Fond du Lac RCMP First Nation Community Police Service will be provided by one or more Elders from the Fond du Lac First Nation who shall perform their duties as employees of the Fond du Lac First Nation.
- 8.2 The Fond du Lac First Nation agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Fond du Lac RCMP First Nations Community Police Service.
- 8.4 The Community Support Services will act as a liaison between the community and the Fond du Lac RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the Fond du Lac RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and
 - (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.
- 8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) Assign the equivalent of three (3) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Fond du Lac First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Fond du Lac First Nation are culturally compatible with this community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Fond du Lac First Nation and at least 80% of this time shall be spent within the boundaries of the Fond du Lac First Nation Territory;
- (e) ensure that the time spent outside of the Fond du Lac First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Fond du Lac First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Fond du Lac Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Fond du Lac First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and
- (h) enforce present or future Band By-Laws enacted by the Fond du Lac First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,

- (ii) section 81(1)(c) - the observance of law and order,
- (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
- (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

9.2 The RCMP will ensure that Members providing service for the Fond du Lac First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Fond du Lac First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Fond du Lac First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
- (i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the Fond du Lac First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Fond du Lac Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of the Fond du Lac Detachment has the authority and responsibility for the personnel who provide the policing services for the Fond du Lac First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Fond du Lac Detachment.

SECTION 12: INDEMNIFICATION

- 12.1 The Fond du Lac First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.
- 12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 12.4 The Fond du Lac First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.
- 14.2 Upon termination of this Agreement by any party, the Fond du Lac First Nation agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 15: NOTICES

- 15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Fond du Lac First Nation:

The Chief
Fond du Lac First Nation
General Delivery
Fond du Lac, Saskatchewan
SOG 0W0

SECTION 16: SAVING PROVISION

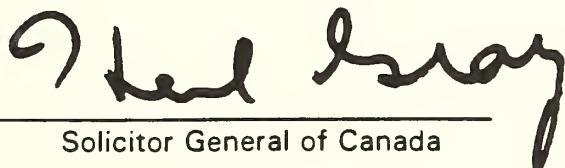
- 16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.
- 16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

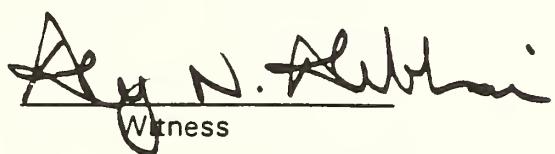
17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Fond du Lac First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

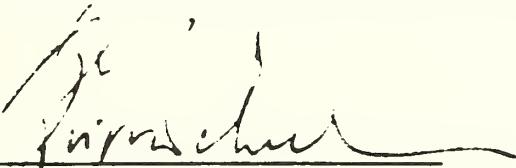


Solicitor General of Canada



Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

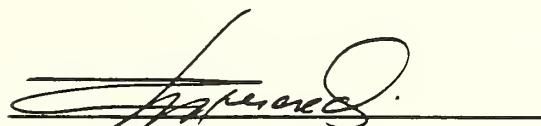


Minister of Justice

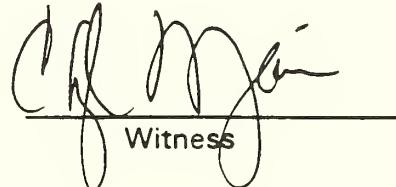


Witness

FOND DU LAC FIRST NATION AS REPRESENTED BY ITS CHIEF



Chief



Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

John D. Smith
Witness

SECTION 7

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

BUFFALO RIVER FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE BUFFALO RIVER FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Buffalo River First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Buffalo River First Nation Territory consistent with the needs of the Buffalo River First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Buffalo River First Nation has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes and as well applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5, for any purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Buffalo River First Nation is to establish a First Nation administered Police Service for the Buffalo River First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Buffalo River First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in Section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Council" means the band council of the Buffalo River First Nation;

"Buffalo Narrows Detachment" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Buffalo River First Nation and that has prescribed territorial boundaries and includes the Buffalo River RCMP First Nations Community Police Service;

"Buffalo River First Nation" means the Buffalo River Band number 398 which has been established pursuant to the Indian Act;

"Buffalo River First Nation Territory" means the Peter Pond Lake Reserve number 193 which is a "reserve" as defined in subsection 2(1) of the Indian Act.

"By-Law" means the by-laws enacted by the Band Councils of the Buffalo River First Nation pursuant to the Indian Act;

"Commander of the Buffalo Narrows Detachment" means the RCMP Member in charge of the Buffalo Narrows Detachment who manages the physical, financial and human resources of the Detachment;

"Commander of the Buffalo River RCMP First Nations Community Police Service" means the RCMP Member in charge of the Buffalo River RCMP First Nations Community Police Service who reports to the Commander of Buffalo Narrows Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, the Province and the Buffalo River First Nation;

"Police Management Board" means the group established under section 7 of this Agreement;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.
- 2.2 This Agreement applies to the provision of policing services for Buffalo River First Nation and the establishment of the Buffalo River RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 14 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Buffalo River First Nation and the provision of the Buffalo River RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Buffalo River First Nation:

- (a) on April 1 of each Fiscal Year, an amount not to exceed \$1664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5; and
- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1000 per month for the salaries or honorarium and \$3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of two(2) Members of the RCMP First Nations Community Policing Service for the Buffalo River First Nation and the provision of the Buffalo River RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Buffalo River First Nation:

- (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5; and

- (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$1000 per month for the salaries or honorarium of its members and \$3000 per year in travel costs of its members as well as the liability insurance referred to in Sections 12.4 and 12.5.
- 5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Buffalo River First Nation copies of the appropriate documents which identify costs billed to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Buffalo River First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BUFFALO RIVER FIRST NATION

- 6.1 The Buffalo River First Nation or its designated representative shall, pursuant to the provisions of this Agreement:
 - (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
 - (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
 - (d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Buffalo River First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;
 - (e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and

(f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

SECTION 7: POLICE MANAGEMENT BOARD

7.1 The Police Management Board to be established by the Buffalo River First Nation should be representative of the communities and may include participants who are Elders, women, and youth.

7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:

- (a) identify policing issues and concerns of the community to a representative of the Buffalo River RCMP First Nations Community Police Service;
- (b) work with the Buffalo River RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
- (c) work with the RCMP to develop, in consultation with a representative of the Buffalo River RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
- (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Buffalo River RCMP First Nations Community Police Service.

7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.

7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject of discussions between the Parties.

- 7.5 The Police Management Board for the Buffalo River First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Buffalo River First Nation.
- 7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the RCMP First Nation Community Policing Service will be provided by one or more Elders from the Buffalo River First Nation who shall perform their duties as employees of the Buffalo River First Nation.
- 8.2 The Buffalo River First Nation agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The one or more Elders will be selected by the Police Management Board in consultation with the Commander of the Buffalo River RCMP First Nations Community Police Service.
- 8.4 The Community Support Services will act as a liaison between the community and the Buffalo River RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the Buffalo River RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and
 - (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.
- 8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) Assign the equivalent of two(2) Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Buffalo River First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Buffalo River First Nation are culturally compatible with this community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Buffalo River First Nation and at least 80% of this time shall be spent within the boundaries of the Buffalo River First Nation Territory as defined in this Agreement;
- (e) ensure that the time spent outside of the community boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Buffalo River First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Buffalo Narrows Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Buffalo River First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board; and
- (h) enforce present or future Band By-Laws enacted by the Buffalo River First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):
 - (i) section 81(1)(b) - the regulation of traffic,

- (ii) section 81(1)(c) - the observance of law and order,
- (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
- (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

9.2 The RCMP will ensure that Members providing service for the Buffalo River First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Buffalo River First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Buffalo River First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;

- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the community and the police service to address specific community issues and concerns; and
- (i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the Buffalo River First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Buffalo Narrows Detachment will ensure that the policing needs of the communities are met;
- (b) the Commander of the Buffalo Narrows Detachment has the authority and responsibility for the personnel who provide the policing services for the Buffalo River First Nation; and
- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Buffalo River RCMP First Nations Community Police Service or the Commander of Buffalo Narrows Detachment as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

- 12.1 The Buffalo River First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement.
- 12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 12.4 The Buffalo River First Nation shall, without limiting its obligations herein, insure their operations of the Police Management Board and Community Support Service under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

14.2 Upon termination of this Agreement by any party, the Buffalo River First Nation agree to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose for which they were provided.

SECTION 15: NOTICES

15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Buffalo River First Nation:

The Chief
Buffalo River First Nation
General Delivery
Dillon, Saskatchewan
S0M 0S0

SECTION 16: SAVING PROVISION

16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.

16.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Buffalo River First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Heelings

Solicitor General of Canada

Reg N. Akbari
Witness

Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

Finland

Minister of Justice

Impression

Witness

BUFFALO RIVER FIRST NATION AS REPRESENTED BY ITS CHIEF


Helen Clark

Chief

E. C. H. J.
Witness

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.

Commissioner

Dwaeli

Witness

SECTION 8

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

BLACK LAKE FIRST NATION

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 11th DAY OF October, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE BLACK LAKE FIRST NATION, AS REPRESENTED BY ITS CHIEF
(herein referred to as the "Black Lake First Nation")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Black Lake First Nation Territory consistent with the needs of the Black Lake First Nation, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Black Lake First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c.I-5 for any purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Black Lake First Nation is to establish a First Nation administered Police Service for the Black Lake First Nation and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Black Lake First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Council" means the band council of the Black Lake First Nation;

"Black Lake First Nation" means the Black Lake Indian Band number 359 which has been established pursuant to the Indian Act;

"Black Lake First Nation Territory" means the Chicken Reserves number 224, 225, and 226 which are "reserves" as defined in subsection 2(1) of the Indian Act.

"By-Law" means the by-laws enacted by the Band Council of the Black Lake First Nation pursuant to the Indian Act;

"Commander of the Stoney Rapids Detachment" means the RCMP Member in charge of the Stoney Rapids Detachment who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, the Province and the Black Lake First Nation;

"Police Management Board" means the group established under section 7 of this Agreement;

"Province" means the Province of Saskatchewan;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police; .

"Stoney Rapids Detachment" means the organizational component of the Division of the RCMP which is assigned responsibility, for the provision of police services within the Black Lake First Nation that has prescribed territorial boundaries and includes the Black Lake First Nation Community Police Service;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.
- 2.2 This Agreement applies to the provision of policing services for Black Lake First Nation and the establishment of the Black Lake RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1995 and continues in force until March 31, 1998, unless it is terminated pursuant to Section 14 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of three(3) Members and one(1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Black Lake First Nation and the provision of the Black Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Black Lake First Nation:
 - (a) on April 1 of each Fiscal Year, an amount not to exceed \$1,664 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and

- (b) on April 1 of each Fiscal Year, an amount not to exceed \$7,800 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$1,000 per month for the salaries or honorarium, \$3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.
- (c) 52% of the funding for .5 clerk-stenographer position for the Black Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels;
 - (i) \$5,070 towards the salary and \$767.52 towards the benefits in the fiscal year 1995/96;
 - (ii) \$5,590 towards the salary and \$838.50 towards the benefits in the fiscal year 1996/97; and
 - (iii) \$6,370 towards the salary and \$916.50 towards the benefits in the fiscal year 1997/98.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of three(3) Members and one(1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Black Lake First Nation and the provision of the Black Lake RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Black Lake First Nation:
 - (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$1,536 in each Fiscal Year for the costs of the Police Management Board described in section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes the honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5; and
 - (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$7,200 in each Fiscal Year for the costs of the Community Support Services described in section 8; this amount

represents 48% of the estimated annual costs of the Community Support Services and includes \$1000 per month for the salaries or honorarium and \$3,000 per year in travel costs of its members as well as the liability insurance coverage referred to in Sections 12.4 and 12.5.

- (c) 48% of the funding for .5 clerk-stenographer position for the Black Lake RCMP First Nations Community Police Service in an amount not to exceed the following levels;
 - (i) \$4,680 towards the salary and \$708.48 towards the benefits in the fiscal year 1995/96;
 - (ii) \$5,160 towards the salary and \$774.00 towards the benefits in the fiscal year 1996/97; and
 - (iii) \$5,860 towards the salary and \$846.00 towards the benefits in the fiscal year 1997/98.

- 5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Black Lake First Nation copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided by the RCMP First Nations Community Policing Service to the Black Lake First Nation.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE BLACK LAKE FIRST NATION

- 6.1 The Black Lake First Nation or its designated representative shall, pursuant to the provisions of this Agreement:
 - (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
 - (b) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
 - (c) use the funds provided by Canada and the Province under this Agreement only for the purposes for which they were provided;
 - (d) maintain financial records with respect to the funds referred to in section 6.1(c) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Black Lake First Nation, including proper records of all expenditures made by the recipient in connection with the project and the invoices, receipts and vouchers relating thereto;

- (e) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and
- (f) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided;

6.2 The Black Lake First Nation or its designated representative shall provide police office facilities that meet the needs of the RCMP First Nations Community Policing Service and that are to the satisfaction of the Commissioner to a maximum of 800 square feet (at an annual rate of \$10.00 per square foot (\$107.64 per square metre), such amount shall form part of the Actual Costs) at the Black Lake First Nation. Black Lake First Nation shall, in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the Black Lake First Nation should be representative of the community and may include participants who are Elders, women, and youth.
- 7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:
 - (a) identify policing issues and concerns of the community to a representative of the Black Lake RCMP First Nations Community Police Service;
 - (b) work with the Black Lake RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the Black Lake RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns; and

- (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Black Lake RCMP First Nations Community Police Service.
- 7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.
- 7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in paragraphs 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.
- 7.5 The Police Management Board for the Black Lake First Nation shall consist of no less than four(4) members who shall perform their duties as employees of the Black Lake First Nation.
- 7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the Black Lake RCMP First Nation Community Police Service will be provided by one or more Elders from the Black Lake First Nation who shall perform their duties as employees of the Black Lake First Nation.
- 8.2 The Black Lake First Nation agrees to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The one or more Elders referred to in the subsection 8.1 will be selected by the Police Management Board in consultation with the Commander of the Stoney Rapids Detachment.
- 8.4 The Community Support Services will act as a liaison between the community and the Black Lake RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the Black Lake RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the community;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and

- (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.

8.5 The Community Support Services collectively will perform the duties set out in section 8.4 for a minimum of 20 hours per week.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP

9.1 The RCMP will:

- (a) Assign the equivalent of three(3) Members and one(1) secretarial/support staff of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services for the Black Lake First Nation pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Black Lake First Nation are culturally compatible with this community;
- (c) ensure that the process referred to in 9.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Black Lake First Nation and at least 80% of this time shall be spent within the boundaries of the Black Lake First Nation Territory as defined in this Agreement;
- (e) ensure that the time spent outside of the Black Lake First Nation boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Black Lake First Nation policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of the Stoney Rapids Detachment;
- (f) ensure that regular status reports detailing the policing services provided for the Black Lake First Nation are supplied on a monthly basis to the Band Council or its designated representative and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Police Management Board;

(h) enforce present or future Band By-Laws enacted by the Black Lake First Nation pursuant to the following sections of the Indian Act (R.S.C, 1985, c. I-5):

- (i) section 81(1)(b) - the regulation of traffic,
- (ii) section 81(1)(c) - the observance of law and order,
- (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
- (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

(i) pay a fee for use of police office facilities provided by the Black Lake First Nation under paragraph 6.2 at an annual rate of \$10.00 per square foot (\$107.64 per square metre); such fee shall form part of the Actual Costs.

9.2 The RCMP will ensure that Members providing service for the Black Lake First Nation receive, in a timely manner, training to allow them to meet the needs of this community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Black Lake First Nation.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

10.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Black Lake First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to this community.

10.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 9, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in their capacity as Members of the RCMP First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 9.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns; and
- (i) live in the community when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the community.

SECTION 11: SPECIAL PROVISIONS

11.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the Black Lake First Nation through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commander of the Stoney Rapids Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of the Stoney Rapids Detachment has the authority and responsibility for the personnel who provide the policing services for the Black Lake First Nation; and

(c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of the Stoney Rapids Detachment or a Member of the Black Lake RCMP First Nations Community Police Service as may be appropriate under the circumstances.

SECTION 12: INDEMNIFICATION

- 12.1 The Black Lake First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board or the Community Support Services or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 12.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.
- 12.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 12.4 The Black Lake First Nation shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 12.5 Proof of all required insurance in a form acceptable to Canada and the Province shall be promptly provided to Canada and the Province upon request.

SECTION 13: AMENDMENT

- 13.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 14: TERMINATION

- 14.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.
- 14.2 Upon termination of this Agreement by any party, the Black Lake First Nation agrees to refund all unexpended funds to Canada and the Province within ninety (90) days of the effective date of termination of this Agreement unless there is approval in writing from Canada and the Province to retain these funds solely for the purpose for which they were provided.

SECTION 15: NOTICES

- 15.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:
 - (a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961
 - (b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111
 - (c) Black Lake First Nation:

The Chief
Black Lake First Nation
General Delivery
Black Lake, Saskatchewan
S0J 0H0

SECTION 16: SAVING PROVISION

- 16.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 16.2 The Preamble and Schedules attached hereto form an integral part of this Agreement. In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.
- 16.3 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 17: DISPUTES

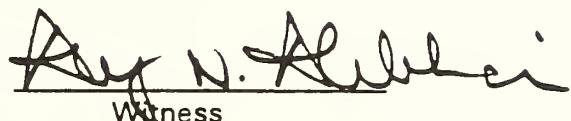
- 17.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Black Lake First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

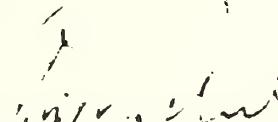


Solicitor General of Canada

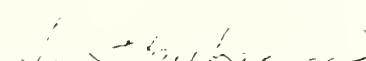


Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN

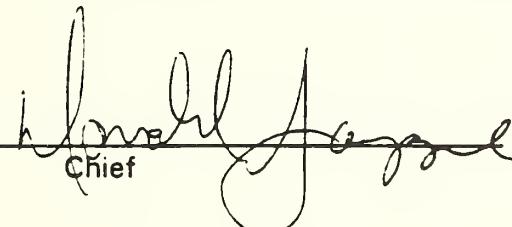


Minister of Justice



Witness

BLACK LAKE FIRST NATION AS REPRESENTED BY ITS CHIEF

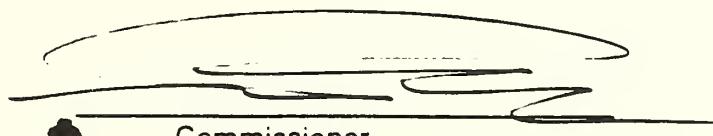


Chief

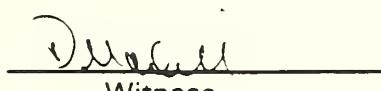


Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.



Commissioner



Witness

SECTION 9

**A MEMORANDUM OF AGREEMENT PROVIDING
A FRAMEWORK FOR COMMUNITY TRIPARTITE AGREEMENTS
FOR THE ROYAL CANADIAN MOUNTED POLICE
FIRST NATIONS COMMUNITY POLICING SERVICE
IN THE NORTHWEST TERRITORIES**

APRIL 1, 1995

NORTHWEST TERRITORIES

RCMP FIRST NATIONS COMMUNITY POLICING SERVICE AGREEMENT

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Memorandum of Agreement dated as of April 1, 1995

BETWEEN:

**THE GOVERNMENT OF CANADA as represented by
the Solicitor General of Canada
(herein called "Canada")**

AND

**THE GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the Minister of Justice
(herein called the "GNWT").**

WHEREAS Canada and the GNWT:

- 1) recognize the need to contribute to the improvement of the maintenance of social order, public security and personal safety in First Nations Communities;
- 2) recognize the need to provide First Nations Communities with policing services that are professional, effective, efficient and responsive to the unique needs of these communities;
- 3) recognize the importance of providing policing services for First Nations Communities in the GNWT through the RCMP First Nations Community Policing Service;
- 4) recognize that First Nations Communities must have a role in the administration and management of their policing services and recognize the necessity of entering into negotiations with them to ensure that this role is given expression in the form of Community Tripartite Agreements;
- 5) recognize the desirability of providing greater responsibility and accountability for the delivery of policing services to the First Nations Communities in the Northwest Territories, and, therefore agree, to enter into a tripartite process which will lead to greater responsibility and accountability of policing services to the First Nations Communities in the Northwest Territories;
- 6) recognize the principle that First Nations Communities, in keeping with their increased role in determining policing arrangements, may contribute financially to the extent of their existing or future ability to pay, either in cash or in kind, towards the cost of providing policing services in First Nations Communities. Contributions under this provision would accrue equally to reduction of federal and territorial cost shares;

7) recognize the need to continue the RCMP First Nations Community Policing Service, and the need to provide such additional positions in the RCMP First Nations Community Policing Service as may be subsequently agreed to under Community Tripartite Agreements;

8) wish to, subject to, and in accordance with the terms of this Agreement, enter into cost-sharing and related agreements to provide policing services to First Nations Communities in the Northwest Territories through the RCMP First Nations Community Policing Service;

9) recognize that the policing services provided for First Nations Communities include the enforcement of applicable federal and territorial statutes as well as applicable present or future by-laws duly enacted by local governing bodies of First Nations Communities for any purpose specified in the Community Tripartite Agreements, the prevention of crime and the maintenance of order;

10) recognize that nothing in this Agreement shall be construed so as to affect, or prejudice or derogate from, any Aboriginal, treaty, constitutional or other rights, privileges or freedoms which have accrued or may accrue to Canada, the GNWT or any First Nations Community;

11) recognize that nothing in this Agreement prejudices or limits the ability of the parties to negotiate, at any time, different terms for providing policing services to First Nations Communities under any other agreement; and

WHEREAS Section 20 of the Royal Canadian Mounted Police Act (Canada) provides that the Solicitor General of Canada may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the Northwest Territories and in carrying into effect the laws in force therein;

WHEREAS the Commissioner of the Northwest Territories is authorized, pursuant to section 19 of the Northwest Territories Act, S.C.,c.N-27, to enter into an agreement, on behalf of the Government of the Northwest Territories, with the Government of Canada, under and for the purposes of the Royal Canadian Mounted Police Act (Canada), to provide for the use and employment of the Royal Canadian Mounted Police (the "RCMP") in aiding in the administration of justice in the Northwest Territories and in carrying into effect the laws in force in the Northwest Territories on the terms and conditions that may be contained in the agreement;

WHEREAS the Parties recognize that the Nunavut Act, S.C.1993, c.28 (the "Act") is due to come into effect no later than April 1, 1999 and that should the Act come into effect prior to the expiry of this Agreement, amendments may have to be made to this Agreement with respect to the territory affected by the coming into force of the Act;

WHEREAS Canada and the GNWT wish to enter into such an arrangement as evidenced by this Agreement;

WHEREAS by Order in Council P.C. 1993-553 dated March 23, 1993 the Governor in Council authorized the Solicitor General to enter into this Agreement on behalf of the Government of Canada;

WHEREAS by Order in Council P.C. 1992-270 dated February 13, 1992 the Governor in Council transferred to the Solicitor General of Canada the powers, duties and functions of the Minister of Indian Affairs and Northern Development relating to the Indian Policing Services Program.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.0: INTERPRETATION

- 1.1 In this agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:
 - a) **"Actual Costs"** means those direct and indirect costs, as described in Article 10 of this Agreement, incurred by the RCMP in providing policing services to First Nations Communities through the RCMP First Nations Community Policing Service during the term of this Agreement;
 - b) **"Community Council"** means the "council of the band" as defined in section 2 of the Indian Act (Canada) and, for the purposes of this Agreement, includes local governing bodies of First Nations Community;
 - c) **"Commanding Officer"** means the officer of the RCMP, resident in the Northwest Territories, appointed by the Commissioner of the RCMP to command the Division;
 - d) **"Commissioner's lands"** means public lands under the administration and control of the Commissioner of the Northwest Territories, more specifically described in section 44 of the Northwest Territories Act, S.C., c.N-27;
 - e) **"Community Tripartite Agreement"** means an agreement annexed in Schedule "C" entered into between Canada, the GNWT, and a First Nations Community for the provision of the RCMP First Nations Community Policing Service;

- f) "Detachment" means an organizational component of the division that has prescribed territorial boundaries and includes satellite and community service offices;
- g) "Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Northwest Territories;
- h) "External Review Committee" means the Committee as defined in the Royal Canadian Mounted Police Act (Canada);
- i) "First Nations Community" means a "band" as defined in section 2 of the Indian Act and for the purposes of this Agreement includes certain Indian and Inuit Communities on Commissioner's lands or on a defined area more specifically set out in each Community Tripartite Agreement;
- j) "Fiscal Year" means the period beginning on April 1 in any year and ending on March 31 in the next year;
- k) "Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act (Canada) and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;
- l) "Minister" means the Minister of Justice for the Northwest Territories;
- m) "Pension Contribution" means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the Royal Canadian Mounted Police Superannuation Act (Canada), the Supplementary Retirement Benefits Act (Canada), the Public Service Superannuation Act (Canada) and the Canada Pension Plan (Canada);
- n) "Program Administrators" means the RCMP First Nations Community Policing Service Members and Support Staff assigned to the administration of RCMP First Nations Community Policing Service at the headquarters of the Division;
- o) "Public Complaints Commission" means the Commission as defined in the Royal Canadian Mounted Police Act (Canada);
- p) "RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act (Canada), and known as the Royal Canadian Mounted Police;

q) "RCMP First Nations Community Policing Service" means the aggregate of the resources, Members and Support Staff employed by Canada to provide policing services in First Nations Communities but does not include those resources, Members and Support Staff employed primarily in:

- (i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
- (ii) national security investigation services;
- (iii) protective security such as security at embassies and airports, and security for internationally protected persons;
- (iv) services provided to or on behalf of federal government departments; and
- (v) the Territorial Police Service.

r) "Salary" includes Pension Contributions and employer's unemployment insurance contributions;

s) "Solicitor General" means the Solicitor General of Canada.

t) "Support Staff" means all those persons who are employed by Canada in the Northwest Territories as public service and casual employees in support of the RCMP First Nations Community Policing Service and who are not Members;

u) "Territorial Police Service" means the aggregate of resources, Members and Support Staff employed by Canada to provide policing services in the Northwest Territories, but does not include those resources, Members and Support Staff employed primarily in:

- i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information System, identification services and the Canadian Police College;
- ii) national security investigation services;
- iii) protective security such as security at embassies and airports, and security for internationally protected persons;

- iv) services provided to or on behalf of federal government departments; and
- v) the RCMP First Nations Community Policing Service provided under this Agreement.

v) "Territorial Police Service Agreement" means the agreement dated as of April 1, 1992 between Canada and the GNWT for the provision by Canada of Territorial Police Services;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

ARTICLE 2.0: APPLICATION

- 2.1 This Agreement applies to the provision of policing services to First Nations Communities through the RCMP First Nations Community Policing Service pursuant to Community Tripartite Agreements.
- 2.2 Canada shall, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a RCMP First Nations Community Policing Service within the Northwest Territories during the term of this Agreement.
- 2.3 Canada is hereby authorized by the GNWT to carry out the powers and duties of the Territorial police force for the purpose of providing the RCMP First Nations Community Policing Service in accordance with this Agreement.

ARTICLE 3.0: SCHEDULES

3.1 The following Schedules are hereby incorporated into and constitute part of this Agreement:

- (a) Schedule "A" - The Fiscal Year budget projection, including the Detachment and First Nations Communities served by the RCMP First Nations Community Policing Service, the number of Members and Support Staff as adjusted from time to time in accordance with Article 17;
- (b) Schedule "B" - Sample Community Tripartite Agreement; and

(c) Schedule "C" - Community Tripartite Agreements as may be entered into from time to time by Canada, the GNWT and First Nations Communities and which will be substantially in accordance with the sample Agreement attached hereto at Schedule "B".

3.2 As and when Community Tripartite Agreements are entered into, original signed copies of those Community Tripartite Agreements shall be attached hereto and shall, from the date of the Community Tripartite Agreement be constituted as part of Schedule "C".

ARTICLE 4.0: SUBJECT MATTER

4.1 Those Members who form part of the RCMP First Nations Community Policing Service shall:

- a) perform the duties of peace officers; and
- b) render such services as are necessary to:
 - i) preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the GNWT, apprehend criminals, offenders and others who may be lawfully taken into custody; and
 - ii) execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the GNWT, be executed and performed by peace officers.

4.2 The RCMP First Nations Community Policing Service shall not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Northwest Territories.

4.3 Where, at the date of this Agreement, the Territorial Police Service is performing any duties or providing any service referred to in Article 4.2, the RCMP First Nations Community Policing Service shall continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.

ARTICLE 5.0: MANAGEMENT OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

- 5.1 The internal management of the RCMP First Nations Community Policing Service, including its administration and the determination and application of professional police procedures, shall remain under the control of Canada.
- 5.2 The minimum standard of policing by the RCMP First Nations Community Policing Service shall meet the standard as determined by the Commissioner of the RCMP in consultation with the Minister.
- 5.3 The level of policing service by the RCMP First Nations Community Policing Service shall meet the level mutually agreed upon by the Solicitor General, the Minister and the Community Council in consultation with the Commissioner of the RCMP but shall not be inconsistent with the level of policing service as determined by the Minister for the Territorial Police Service.
- 5.4 The level of policing service as agreed upon between the parties under subarticle 5.3 shall not be less than the minimum standard as determined under subarticle 5.2.
- 5.5 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the GNWT in respect of the administration of justice and law enforcement in the Northwest Territories.

ARTICLE 6.0: ROLES AND RESPONSIBILITIES OF CANADA

- 6.1 Canada shall:
 - a) subject to appropriation by Parliament and subject to any other terms of this Agreement, provide in respect to each Fiscal Year 52% of the Actual Costs of the RCMP First Nations Community Policing Service up to the amount set out in the total budget projection in Schedule "A".
 - b) in the provision of the administrative support for the RCMP First Nations Community Policing Service, coordinate the financial and administrative arrangements as set out in this Agreement;
 - c) participate in any negotiations involving the GNWT and First Nations Communities regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations Communities through the RCMP First Nations Community Policing Service;

- d) increase the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year from the agreement of the parties to a Community Tripartite Agreement;
- e) reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service as soon as practicable within one year:
 - (i) of receipt of a notification to terminate a Community Tripartite Agreement, or
 - (ii) from the execution of an agreement of the parties to a Community Tripartite Agreement to reduce the number of Members and Support Staff of the RCMP First Nations Community Policing Service; and
- f) ensure that the GNWT contribution to the provision of the policing services to First Nations Communities in the Northwest Territories through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of Canada in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 7.0: ROLES AND RESPONSIBILITIES OF THE GNWT

7.1 * The GNWT shall:

- a) subject to an appropriation by the Legislature for payment in the Fiscal Year when the payment falls due, in accordance with the Financial Administration Act (Northwest Territories), and subject to any other terms of this Agreement, in respect of each Fiscal Year pay to Canada 48% of the Actual Costs of the RCMP First Nations Community Policing Service as determined in accordance with Article 10 up to the amount set out in the total budget projection in Schedule "A".
- b) in consultation with Canada, take such steps as may reasonably be necessary to inform First Nations Communities of the availability of the RCMP First Nations Community Policing Service;
- c) participate in any negotiations involving Canada and First Nations Community regarding the development of Community Tripartite Agreements for the delivery of policing services to First Nations Communities through the RCMP First Nations Community Policing Service; and

- d) ensure that Canada's contribution to the provision of policing services for First Nations Communities in the Northwest Territories through the RCMP First Nations Community Policing Service is acknowledged at the same time and to the same extent as the contribution of the GNWT in any materials or communications intended for the public or for concerned individuals or groups, including press releases, published reports, radio and television programs and public meetings.

ARTICLE 8.0: ROLES AND RESPONSIBILITIES OF A COMMUNITY COUNCIL

8.1 The Community Council or their designated representative may pursuant to the provisions of a Community Tripartite Agreement:

- a) set objectives, priorities and goals of the RCMP First Nations Community Policing Service for that community that are not inconsistent with those of the Minister for the Territorial Police Service;
- b) assist in the identification and implementation of community-oriented policing initiatives; and
- c) bring concerns regarding the day to day policing of the First Nations Community to the attention of the commander of the RCMP Detachment responsible for providing policing for that First Nations Community.

ARTICLE 9.0: ROLES AND RESPONSIBILITIES OF THE RCMP

9.1 The Commissioner of the RCMP shall:

- a) provide financial and administrative services for the day to day operations of the RCMP First Nations Community Policing Service;
- b) recruit, train, assign and supervise First Nations Community Policing Service Members to provide policing services to First Nations Communities as set out in Schedule "A";
- c) ensure that First Nations Community Police Service Members deployed in the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of First Nations Communities with at least 80% of this time to be spent within the boundaries of those communities, or in an area more specifically set out in each Community Tripartite Agreement;

- d) provide to each Community Council, or its designated representative, individual regular status reports as well as special reports as may appropriately be requested by the Community Council on policing services provided for the community;
- e) provide the Solicitor General and the Minister with an annual report on the RCMP First Nations Community Policing Service in the Northwest Territories prior to July 31 of each Fiscal Year, which will include a detailed accounting, for each Community Tripartite Agreement, of all expenditures for the RCMP First Nations Community Policing Service for the previous Fiscal Year, together with explanations of all variances from the estimated direct and indirect costs, the direct cost budget and actual expenditures and such information as the Solicitor General directs; and
- f) upon receiving reasonable notice, shall provide the Minister with any additional information relating to the financial implications of the RCMP First Nations Community Policing Service, including the results of any internal audit conducted by the RCMP.

9.2 The Commanding Officer shall for the purposes of this Agreement:

- a) act under the direction of the Minister in aiding the administration of justice in the Northwest Territories and in carrying into effect the laws in force therein;
- b) implement the objectives, priorities, and goals as determined by the Minister pursuant to the Territorial Police Service Agreement and the objectives, priorities and goals of the First Nations Community as determined pursuant to paragraph 8.1(a);
- c) consult with the Minister on a regular basis to provide information pertaining to the operational and administrative status of the RCMP First Nations Community Policing Service; such consultation shall occur as and when required but in no case on less than a quarterly basis and with respect to the financial reporting required by paragraph 9.2(f);
- d) provide the Minister with an annual report, by July 1 of each year, on the status of the implementation of the objectives, priorities and goals of policing as they apply to the RCMP First Nations Community Policing Service within the Northwest Territories during the previous Fiscal Year;

- e) provide the Minister each month with the particulars of any new or outstanding complaints made against the RCMP First Nations Community Policing Service within the Northwest Territories by any member of the public to the RCMP; the form and substance of the particulars shall be agreed upon by the Commanding Officer and the Minister;
- f) in each Fiscal Year, commencing in July and monthly thereafter or as requested by the Minister, provide the details of the year-to-date expenditures to the Minister in a mutually agreeable format, together with explanations of unexpected expenditures that are occurring or likely to occur; and
- g) at the beginning of each Fiscal Year, provide the Minister with a schedule of each item of equipment purchased over \$100,000, including its condition and any forecasted requirements for major repairs or replacement of such items.

ARTICLE 10.0: BASIS OF ACTUAL COST CALCULATIONS

10.1 Actual Costs referred to in this Agreement shall include the following eligible expenditures made by the RCMP in each fiscal year:

- a) the direct cost of the RCMP First Nations Community Policing Service in the Northwest Territories including:
 - i) all operation and maintenance costs such as salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies and miscellaneous operational expenses as established by the RCMP Expenditure Coding Dictionary; and
 - ii) all costs of equipment purchased except where such cost is \$100,000 or more per item and where the Minister has requested that such cost be amortized;
- b) the indirect cost of the RCMP First Nations Community Policing Service, including:
 - i) for the Fiscal Year beginning April 1, 1995, the cost to Canada of Pension Contributions calculated as 13.9 per cent of pensionable salaries in respect of Members and calculated as 7.4 per cent of pensionable salaries in respect of federal public service employees; thereafter the cost of all Pension Contributions shall be such cost as determined by the provisions of the Territorial Police Service Agreement;

- ii) the full cost to Canada of employer's contributions for unemployment insurance in respect of Members and federal public service employees;
- iii) the cost of the divisional headquarters administration, calculated by dividing the total cost of such administration by the average number of Members in the Division for the Fiscal Year (excluding Members who are assigned to divisional administration) and multiplying the result by the average number of Members employed in the RCMP First Nations Community Policing Service;
- iv) for the Fiscal Year beginning April 1, 1995 and for subsequent Fiscal Years, the cost of recruit training shall be the product obtained by multiplying \$3500.00 by the average number of Members employed in the RCMP First Nations Community Police Service in the Northwest Territories for the Fiscal Year;
- v) the cost of the Police Information Retrieval System, calculated by multiplying the number of Members employed in the RCMP First Nations Community Policing Service in the Northwest Territories who have access to the system by the amount of the fee set out in the Royal Canadian Mounted Police. Police Information Retrieval System Fees Order, as amended from time to time;
- vi) the cost of accommodation owned by Canada for use by the RCMP First Nations Community Policing Service in the Northwest Territories for which the RCMP does not pay rent shall be determined by multiplying the amount of the gross space on April 1 for the Fiscal Year by the rate reflected in paragraph 10.3(b)(viii) of the Territorial Police Service Agreement between Canada and the GNWT dated April 1, 1992; such space shall not include the following:
 - i) separate living quarters;
 - ii) any buildings or parts thereof occupied exclusively by the RCMP for any purpose other than the RCMP First Nations Community Policing Service; and
 - iii) those parts of the divisional headquarters administration buildings that are not occupied by the RCMP First Nations Community Policing Service determined on a proportional basis relative to the total occupancy of the buildings.

- vii) where requested by the Minister, an amount equivalent to the straight line amortization of the capital cost of any item of equipment costing \$100,000 or more per item over the estimated life of the equipment, but not exceeding 10 years, together with interest at 10 per cent per annum on the unpaid balance; for greater certainty, it is agreed that such items of equipment include aircraft, vessels, telecommunications systems, identification systems and such other items as may be agreed upon between the Minister and the Commissioner of the RCMP;
- viii) the cost to Canada of operating the External Review Committee and the Public Complaints Commission, determined by dividing the total such cost by the average number of Members in Canada for the Fiscal Year and multiplying by the average number of Members employed in the RCMP First Nations Community Policing Service for the Fiscal Year;
- ix) the cost of Program Administrators for the RCMP First Nations Community Policing Service in the Northwest Territories as identified in Schedule "A"; and
- x) the cost of Support Staff.

c) the cost of the RCMP First Nations Community Policing Service in the Northwest Territories shall not include:

- i) the cost of construction of any buildings;
- ii) the cost of interdivisional transfers of personnel or equipment;
- iii) costs of any civil action, compensation claim, ex gratia payment or claim for legal fees; and
- iv) the costs of the Corps of Commissionaires employed primarily in the protection of federal buildings.

10.2 For the purposes of determining Actual Costs pursuant to this Article, any Member of the RCMP First Nations Community Policing Service who is on:

- a) sick leave or suspended for more than 30 consecutive days;
- b) parental leave;

- c) a training course not related to the RCMP First Nations Community Policing Service; or
- d) pension retirement leave.

shall be deemed not to be in the RCMP First Nations Community Policing Service and the costs relating thereto shall be allocated to divisional administration.

10.3 There shall be deducted from the cost payable by the GNWT and the Solicitor General in respect of the RCMP First Nations Community Policing Service:

- a) any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by the GNWT as a direct cost;
- b) the revenue received from leased accommodations and quarters deductions from RCMP First Nations Community Policing Service employees;
- c) the respective cost sharing percentages of any amount received by Canada from the sale, transfer out of the RCMP First Nations Community Policing Service or other disposition of any equipment that cost less than \$100,000 and that was purchased for use in the RCMP First Nations Community Policing Service.

10.4 There shall be deducted from the cost payable by the Solicitor General to the RCMP in respect of the RCMP First Nations Community Policing Service, 52 percent of the cost of accommodation for use by the RCMP First Nations Community Policing Service for which the RCMP does not pay rent where such accommodation is the product of capital construction funding contributed by the Solicitor General specifically for the RCMP First Nations Community Policing Service.

10.5 In respect of the RCMP First Nations Community Policing Service, except where the services are paid by Health and Welfare Canada, the GNWT shall pay Canada 100 percent of all of the following costs:

- a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except where such costs have been incurred in the obtaining of evidence;
- b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under Territorial laws; and

- c) conveyance by a third party that is obtained by a Member of the RCMP First Nations Community Policing Service for a disabled, injured, ill or deceased person where the cost of the service is not paid by or on behalf of the person or their estate.

10.6 a) In the event that any Member employed in the RCMP First Nations Community Policing Service receives, by virtue of Territorial legislation, the benefit of any statutory defence, to any claim or action and in connection therewith the GNWT may be or may become liable for any of the payments contemplated by subparagraph 10.1(c)(iii), Canada shall indemnify and hold harmless the GNWT with respect to any such claims or actions; Canada shall assume the conduct and the carriage of any proceedings relating to such claim.

b) The GNWT shall promptly notify Canada of any claim or action referred to in paragraph (a).

c) If the GNWT should compromise or settle any such claim or action without the consent of Canada, Canada shall not be liable to indemnify or save harmless the GNWT.

10.7 Notwithstanding the provisions of subparagraphs 10.1 (a)(i) and 10.1 (b)(vii) of this Agreement, where a Community Tripartite Agreement comes into force during the term of this Agreement, the parties to the Community Tripartite Agreement may enter into different arrangements regarding eligible expenditures for accommodation, site preparation and living quarters for the purposes of the RCMP First Nations Community Policing Services provided under the Community Tripartite Agreement.

ARTICLE 11.0: EQUIPMENT

11.1 Canada shall supply to the RCMP First Nations Community Policing Service equipment of a standard and quantity that is necessary to carry out its responsibilities under this Agreement.

11.2 Canada, in procuring such equipment, shall do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the Government Contract Regulations.

11.3 Where any item of equipment that was purchased at any time by Canada at a cost of \$100,000 or more for the RCMP First Nations Community Policing Service is lost, damaged, destroyed or removed from the RCMP First Nations Community Policing Service, the accountability for that item shall be dealt with in accordance with the following provisions:

- a) where the GNWT and the Solicitor General paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the GNWT and the Solicitor General shall be credited their respective cost-share percentages of the market value, if any, determined as of the time immediately preceding the loss, damage, destruction or removal;
- b) where the GNWT or the Solicitor General has not yet paid its full share of the purchase cost of the item, the GNWT and the Solicitor General shall be credited their respective cost-share percentages of the amount by which the market value, if any, exceeds the aggregate amount, exclusive of interest, that the GNWT had paid up to the time of loss, damage, destruction or removal; and
- c) if any item of equipment is subject to amortization in accordance with subparagraph 10.1(b)(viii), the payments shall cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 12.0: TRANSFER OF OWNERSHIP OF EQUIPMENT AND ASSETS

12.1 In the event of the expiry or termination of this Agreement:

- a) the ownership of any item of equipment that was purchased by Canada for the RCMP First Nations Community Policing Service shall, at the option of the GNWT,
 - i) be transferred to the GNWT upon payment to Canada of an amount equal to the amount that the current market value exceeds the amount, exclusive of interest, already paid to Canada by the GNWT for that item of equipment; or
 - ii) remain vested in Canada, in which case Canada shall credit the GNWT with any amount by which the current market value exceeds the amount that Canada paid for that item of equipment;

- b) where any such item of equipment was purchased by Canada prior to the date of this Agreement for the RCMP First Nations Community Policing Service, upon such expiry or termination the GNWT may, at its option, acquire ownership of the equipment by paying to Canada the fair market value, as determined by an independent appraisal obtained by Canada, at the applicable cost-sharing ratio set out in subarticle 7.1;
- c) where any item of equipment that:
 - i) cost \$100,000 or more,
 - ii) was purchased by Canada at any time for the RCMP First Nations Community Policing Service, and
 - iii) was sold by Canada or transferred from the RCMP First Nations Community Policing Service,

Canada shall credit the GNWT and the Solicitor General with any amount by which the current market value exceeds the aggregate of payments, exclusive of interest, made by the GNWT in respect of that item.

- 12.2 Subject to any necessary approval by the Governor in Council and the Treasury Board of Canada, the ownership of any land and buildings held by Canada for the RCMP First Nations Community Policing Service and no longer required by Canada may, at the option of the GNWT, be acquired by the GNWT upon payment by the GNWT of the fair market value, as determined by an independent appraisal obtained by Canada.

ARTICLE 13.0: JAILS AND LOCK-UPS

- 13.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Northwest Territories against the Criminal Code or the laws of the Northwest Territories but, where necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will not be reduced without the prior approval of the Minister.

ARTICLE 14.0: METHOD OF PAYMENT

- 14.1 The RCMP shall carry out ongoing accounting and payments for the operations and maintenance of the RCMP First Nations Community Policing Service.
- 14.2 The RCMP shall invoice the GNWT and the Solicitor General at their respective cost sharing ratios for payments quarterly on July 1, October 1, January 1 and March 31 in each Fiscal Year; each invoice shall cover 3/12 of the estimated cost of the RCMP First Nations Community Policing Service for that Fiscal Year.
- 14.3 Subject to subarticle 14.6. all amounts payable by the GNWT and the Solicitor General shall be due 60 days from the date of an invoice from the RCMP;
- 14.4 In the case of amounts payable by the GNWT, payment shall be made by cheque payable to the Receiver General for Canada and sent to the Commissioner of the RCMP in Ottawa, or as Canada might otherwise direct in writing, by registered mail; where the Commissioner of the RCMP and the Minister agree in writing, payments may be made by any other method.
- 14.5 In the case of amounts payable by the Solicitor General, all payments shall be made by Interdepartmental Settlement Notice sent to the Commissioner of the RCMP in Ottawa or as directed otherwise by the Commissioner of the RCMP.
- 14.6 Any deficiency or overpayment by the GNWT or the Solicitor General in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.
- 14.7 Where a Community Tripartite Agreement comes into force during the term of this Agreement, this Agreement will, for the purposes of the calculation of the shares of the Actual Costs under subarticles 6.1 and 7.1, be deemed to begin on the first day of the Fiscal Year or a mutually agreeable date in the same Fiscal Year in which the Community Tripartite Agreement comes into force.

ARTICLE 15.0: FINANCIAL PLANNING

15.1 The Commanding Officer shall:

- a) consult with the Minister on or before September 1 each year to establish the estimated cost of the RCMP First Nations Community Policing Service in the upcoming Fiscal Year. This consultation shall include advice to the Minister pertaining to the three-year accommodation plans for the RCMP First Nations Community Policing Service and forecasted needs for major repairs and replacement of items of equipment which originally cost \$100,000 or more per item. The Commanding Officer shall receive advice from the Minister on:
 - i) the number of Members and Support Staff required for the RCMP First Nations Community Policing Service in the Northwest Territories;
 - ii) any budgetary limits for the RCMP First Nations Community Policing Service being placed upon the RCMP by the GNWT; and
 - iii) approval and the basis of payment for any item of equipment costing \$100,000 or more per item;
- b) communicate the results of this consultation with the Minister to the Commissioner of the RCMP, who shall complete a provisional estimate for the next Fiscal Year, including:
 - i) all direct costs for the requested increases or decreases to the RCMP First Nations Community Policing Service, recognizing any budgetary limits for the RCMP First Nations Community Policing Service imposed by the GNWT;
 - ii) an inflation factor for all operational and maintenance costs, excluding salaries, based on the Consumer Price Index for the last twelve month period; and
 - iii) a best estimate that reflects the most probable adjustments to salaries.

15.2 The Commissioner of the RCMP shall communicate the provisional estimate to the Commanding Officer who shall:

- a) ensure that the provisional estimate is in accordance with the results of the consultation with the Minister and consistent with the objectives, priorities and goals set for the RCMP First Nations Community Policing Service; and
- b) provide the provisional estimate to the Minister together with all explanations and seek agreement prior to December 31 of each Fiscal Year.

15.3 The Commissioner of the RCMP shall, prior to February 1 of each fiscal year, provide the Solicitor General with the budget projection prepared in accordance with subarticles 15.1 and 15.2 for the next Fiscal Year covered by this Agreement.

15.4 Where the Solicitor General agrees with the budget projection provided in subarticle 15.3, the budget projection shall be submitted to the Minister prior to March 1 of the Fiscal Year for which the budget projection pertains.

15.5 Where the Minister agrees with the budget projection provided by the Solicitor General in subarticle 15.4, Schedule "A" shall be amended pursuant to Article 17 to reflect the costs agreed upon for that Fiscal Year.

15.6 Where the Commissioner of the RCMP seeks to amend the budget projection during the Fiscal Year, he shall provide an amended budget projection, with explanations, to the Solicitor General.

15.7 Where the Solicitor General agrees with the amended budget projection provided in subarticle 15.6, the amended budget projection shall be submitted to the Minister without delay.

15.8 Where the Minister agrees with the amended budget projection provided in subarticle 15.7, Schedule "A" shall be amended pursuant to Article 17 for that Fiscal Year.

15.9 At any time after the date of this Agreement, the Minister may offer accommodation supplied by the GNWT for use by the RCMP First Nations Community Policing Service. The RCMP First Nations Community Policing Service shall not be obliged to use such accommodation unless it conforms to RCMP operational requirements and building standards in its design, space, construction and maintenance. The rent for such accommodation shall be the same amount and determined in the same manner as referred to in subparagraph 10.1(b)(vi).

ARTICLE 16.0: AMENDMENT

16.1 This Agreement may be amended at any time by the written agreement of Canada and the GNWT.

ARTICLE 17.0: TERM OF AGREEMENT

17.1 Notwithstanding the date on which this Agreement was executed and subject to subarticle 17.4, this Agreement shall come into force on April 1, 1995 and shall continue in force until March 31, 1999.

17.2 On or after March 31, 1998 and prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to by the Parties.

17.3 Upon the written agreement of Canada and the GNWT the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

17.4 This Agreement may be terminated on March 31 in any year by either Party giving the other Party notice of such termination 12 months prior to the date of the intended termination.

ARTICLE 18.0: DISPUTES

18.1 Any new issue, matter of general concern or dispute arising under this Agreement, including Schedule "A" shall be a matter for consultation and resolution between the Solicitor General and the Minister in such manner as they shall see fit, however, they shall endeavour to resolve such issues within ninety (90) days of the dispute or concern being brought to the attention of the other Party to this Agreement.

18.2 Any new issue, matter of general concern or dispute arising from Schedule "C" of this agreement shall be a matter for consultation and resolution among the parties to the particular Community Tripartite Agreement in a manner as they shall see fit.

ARTICLE 19.0: NOTICE

19.1 Any notice that is required or permitted under this Agreement, to be given by one party to the other party, shall be given in writing and shall be communicated as follows:

- a) to Canada, by registered mail, addressed to the Solicitor General at Ottawa, Ontario; and
- b) to the GNWT, by registered mail, addressed to the Minister, by official title, at Yellowknife, Northwest Territories.

ARTICLE 20.0: MEMBERS OF THE HOUSE OF COMMONS AND SENATE

20.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefits to arise there from.

IN WITNESS WHEREOF the Solicitor General of Canada, has hereunto set his hand on behalf of Canada and the Commissioner and the Minister of Justice of the Northwest Territories, have hereunto set their hands on behalf of the GNWT.

SIGNED on behalf of Canada
by the Honourable Herb Gray, P.C., M.P.
Solicitor General of Canada,
in the presence of

Alyn N. Abbott

Witness

Herb Gray

Solicitor General of Canada

SIGNED on behalf of the GNWT
by the Honourable Helen M. Maksagak,
Commissioner of the Northwest Territories
in the presence of

Frances Don Bower

Witness

Helen Maksagak

Commissioner of the
Northwest Territories

SIGNED on behalf of the GNWT
by the Honourable Stephen Kakfwi,
Minister of Justice of the Northwest Territories,
in the presence of

Stephen Kakfwi

Witness

Stephen Kakfwi

Minister of Justice
of the Northwest Territories

SCHEDULE A

BUDGET PROJECTION FOR THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE IN THE NORTHWEST TERRITORIES TO PARTICIPATING FIRST NATIONS COMMUNITIES 1995 - 1996

<u>DETACHMENT</u>	<u>COMPLEMENT</u>	<u>BUDGET</u>
<u>First Nations Communities</u>		
"G" Division H.Q. Program Administrator	1	\$117,048
**Developmental Positions	5	\$577,250
BUDGET PROJECTION	6	\$694,298

**Developmental funding, in an amount up to the maximum equivalent cost of five(5) Members designated for such activities as:

- (i) pre-employment training of persons being considered for the RCMP-First Nations Community Policing Service(e.g. RCMP Aboriginal Cadet Development Program);
- (ii) recruit field training of Aboriginal Members designated for deployment under the RCMP-First Nations Community Policing Service;
- (iii) formal on-the-job or in-service training(e.g. supervisory) of Members for the RCMP-First Nations Community Policing Service; and

the RCMP will submit a separate report to the Parties of this Agreement for the preceding Fiscal Year on or before June 30th of each year in the utilization of these positions.

THIS AGREEMENT MADE THE _____ DAY OF _____, 199_____

BETWEEN

THE GOVERNMENT OF CANADA
as represented by the Solicitor General of Canada
(hereinafter referred to as "Canada")

of the first part

- AND -

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the Minister of Justice
of the Northwest Territories
(hereinafter referred to as the "GNWT")

of the second part

- AND -

**THE _____ FIRST NATION,
AS REPRESENTED BY ITS CHIEF (?) AND COMMUNITY COUNCIL**
(hereinafter referred to as the _____ First Nation)

OR (IN THE CASE OF A TRIBAL COUNCIL)

**THE _____ TRIBAL COUNCIL, ACTING ON BEHALF OF THE
BANDS AND/OR COMMUNITY COUNCILS OF _____,
AS REPRESENTED BY THEIR CHIEFS AND COUNCILS**
(hereinafter referred to as the "_____ First Nations" (or _____ Council))

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the _____ Territory consistent with the needs of _____ First Nation(s), the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, the RCMP service standards and the GNWT's policy for First Nations policing;

WHEREAS the Parties recognize that _____ First Nation(s) has (have) a role in the determination of the level and quality of the policing services which it (they) receive(s) and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and Territorial statutes as well as applicable present or future By-Laws duly enacted by the local governing body(ies) of the First Nation(s) for any purpose specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that the Nunavut Act, S.C.1993, c.28 (the "Act") is due to come into effect no later than April 1, 1999 and that should the Act come into effect prior to the expiry of this Agreement, amendments may have to be made to this Agreement with respect to the territory affected by the coming into force of the Act;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the _____ First Nation(s).

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in Article _____ of the Framework Agreement entered into between Canada and the GNWT on _____, 1995, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"By-Law" means the by-laws duly enacted by the _____ Community/Band Council(s)/other local governing body(ies) of the _____ First Nation(s);

"Community/Band Council(s)" means the Community Council(s) of the _____ First Nation(s);

"Commander" means the RCMP Member in charge of the _____ Detachment, who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Northwest Territories, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Community Consultative Group" means the group established under section _____ of this Agreement;

"_____ Detachment" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the _____ First Nation(s) and that has prescribed territorial boundaries (and includes _____);

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Northwest Territories;

"_____ First Nation(s)" means the _____ Band number ___, which has (have) been established pursuant to the Indian Act;

"_____ First Nation(s) Territory" means the lands set out in Schedule "*" to this Agreement;

• "First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of Justice of the Northwest Territories responsible for policing services in the Northwest Territories;

"Parties" means Canada, the GNWT and the _____ First Nation(s);

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

2.1 This Agreement applies to the provision of policing services for the _____ First Nation(s) (and the establishment of the _____ RCMP First Nations Community Police Service(s)) and forms part of Schedule "C" to the Framework Agreement between Canada and the GNWT regarding the provision of the RCMP First Nations Community Policing Service in the Northwest Territories.

2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Northwest Territories on _____, 1995 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on _____ and continues in force until _____, unless it is terminated pursuant to section _____ of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of _____ Member(s) of the RCMP First Nations Community Policing Service for the _____ First Nation(s) (and the provision of the _____ RCMP First Nations Community Police Service(s)) in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE GNWT

5.1 Subject to appropriation by the Legislature [?], the GNWT agrees to provide to the RCMP 48% of the Actual Costs of a complement of _____ Member(s) of the RCMP First Nations Community Policing Service for the _____ First Nation(s) (and the provision of the _____ RCMP First Nations Community Police Service(s)) in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF _____ COMMUNITY/BAND COUNCIL(S)

6.1 The Community/Band Council(s) of the _____ First Nation(s) or its (their) designated representative(s) will, pursuant to the provisions of this Agreement:

- (a) establish a Community Consultative Group (within sixty (60) days of the signing of this Agreement);
- (b) determine the terms of reference of the Community Consultative Group (within sixty (60) days of the signing of this Agreement); and
- (c) provide facilities(to be expanded upon).

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the _____ First Nation(s) should be representative of the community(ies) and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultive Group will be to:

- (a) identify policing issues and concerns to a representative of the RCMP _____ Detachment;
- (b) work with the RCMP _____ Detachment in seeking solutions to community issues and concerns; and
- (c) work with the RCMP to develop, in consultation with a representative of the RCMP _____ Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community(ies) to address specific community issues and concerns.

7.3 The Community Consultive Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign _____ Members of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to the _____ First Nation(s) pursuant to this Agreement as soon as practicable within _____ months from the signing of this Agreement;
- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the _____ First Nation(s) are culturally compatible with the community (or respective communities);
- (c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the _____ First Nation(s) or its (their respective) delegate(s) and the Commanding Officer of the Division or his or her delegate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the _____ First Nation(s) and that at least 80% of this time shall be spent within the _____ First Nation(s) Territory's boundaries;
- (e) ensure that the time spent outside of the _____ First Nation(s) Territory's boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of _____ First Nation(s) policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of _____ Detachment;
- (f) ensure that regular status reports detailing the policing services provided for _____ First Nation(s) are supplied on a monthly basis to the Band Council (or respective Band Councils or Tribal Council) of the _____ First Nation(s) or its (their) designated representative(s) and the Community Consultative Group;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council(s) (or Tribal Council) and the Community Consultative Group; and

(h) enforce present or future the By-Laws duly enacted by the Community/Band Council.(to be expanded subject to negotiation)

8.2 The RCMP will ensure that Members providing service for the _____ First Nation(s) receive, in a timely manner, training to allow them to meet the needs of this (those) First Nation community(ies). Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the _____ First Nation(s).

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the _____ First Nation(s) to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that (those) community(ies).

9.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community(ies);
- (d) work with the community(ies) and other agencies to prevent or resolve problems that affect the community(ies)' safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the First Nations community(ies) with similar initiatives in their capacity as members of the RCMP-First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such present or future By-Laws referred to in paragraph 8.1(h); and

- (h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the First Nations community(ies) to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the _____ First Nation(s) through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of _____ Detachment will ensure that the policing needs of the First Nations community(ies) are met;
- (b) the Commander of _____ Detachment has the authority and responsibility for the personnel who provide the policing services for the _____ First Nation(s); and
- (c) concerns regarding the day-to-day policing of the First Nations community(ies) should be brought to the attention of the Commander of _____ Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The _____ First Nation(s) shall indemnify and save harmless Canada and the GNWT and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the GNWT shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the _____ First Nation(s), the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada and the GNWT shall not be held responsible for any incidental, indirect, special or consequential damages or any loss or use, revenue or profit arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the GNWT:

Ministry of Justice

Fax: _____

(c) _____ First Nation(s):

Fax: _____

SECTION 15: SAVING PROVISION

- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

- 16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the _____ First Nation(s) in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

ON BEHALF OF CANADA



Solicitor General of Canada

ON BEHALF OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES

Minister

Commissioner of the Northwest Territories

THE _____ FIRST NATION(S):

The Chief of the _____ Band or
signing authority for Community Council

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his or her designate.

Commissioner

SCHEDULE C

COMMUNITY TRIPARTITE AGREEMENTS

Index

SECTION 10

AGREEMENT BETWEEN

CANADA - SASKATCHEWAN

AND THE

TOUCHWOOD AGENCY FIRST NATIONS

FOR THE

ROYAL CANADIAN MOUNTED POLICE -

FIRST NATIONS COMMUNITY POLICING SERVICE

THIS AGREEMENT MADE THE 30th DAY OF August, 1995

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN
AS REPRESENTED BY THE MINISTER OF JUSTICE OF SASKATCHEWAN
(hereinafter referred to as the "Province")

of the second part

- AND -

THE TOUCHWOOD AGENCY INC., A DULY INCORPORATED BODY UNDER THE
LAWS OF SASKATCHEWAN, ACTING ON BEHALF OF THE BANDS AND
COUNCILS OF THE DAY STAR FIRST NATION, THE GORDON FIRST NATION, THE
MUSKOWEKWAN FIRST NATION, THE FISHING LAKE FIRST NATION AND THE
KAWACATOOSE FIRST NATION AS REPRESENTED BY THEIR CHIEFS
(herein referred to as the "Touchwood Agency First Nations")

of the third part

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Touchwood Agency First Nations Territory consistent with the needs of the Touchwood Agency First Nations, the First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations Policing;

WHEREAS the Parties recognize the shared responsibilities to maintain peace and good order in First Nations Territories, and that the Touchwood Agency First Nations has a role in the determination of the level and quality of the policing services which they receive and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band By-Laws enacted pursuant to the Indian Act, R.S.C., 1985, c. 1-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order and that it is the role of the RCMP to uphold the Treaties in accordance with the RCMP Act;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS it is understood that the goal of the Touchwood Agency First Nations is to establish a First Nation administered Police Service for the Touchwood Agency First Nations and this Agreement is entered into as an interim measure to facilitate the planning and orderly transition from the current policing services to a First Nation administered Police Service;

AND WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable peace officers deployed under the RCMP First Nations Community Policing Service to provide policing services for the Touchwood Agency First Nations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

- 1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in section 8 of the Framework Agreement entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Service during the term of this Agreement;

"Band Councils" means the band councils of the Touchwood Agency First Nations;

"By-Law" means the by-laws enacted by the Band Councils of the Touchwood Agency First Nations pursuant to the Indian Act;

"Commander of the Punnichy Detachment" means the RCMP Member in charge of the Punnichy Detachment who manages the physical, financial and human resources of the Detachment;

"Commander of the Wadena Detachment" means the RCMP Member in charge of the Wadena Detachment who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Fiscal Year" means the twelve month period beginning on April 1 in any year and ending on March 31 in the next year;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of Saskatchewan responsible for policing services in the Province;

"Parties" means Canada, the Province and the Touchwood Agency First Nations;

"Police Management Board" means the group established under Section 7 of this Agreement;

"Province" means the Province of Saskatchewan;

"Punnichy Detachment" means the organizational component of the division of the RCMP which is assigned joint responsibility, with the Wadena Detachment, for the provision of police services within the Touchwood Agency First Nations and that has prescribed territorial boundaries and includes the Touchwood Agency RCMP First Nations Community Police Service;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

"Touchwood Agency First Nations" means the Touchwood Agency First Nations, being a duly incorporated body under the laws of Saskatchewan, acting on behalf of the Day Star First Nation, Band #389, the Gordon First Nation, Band #391, the Muskowekwan First Nation, Band #392, the Fishing Lake First Nation, Band #390, and the Kawacatoose First Nation, Band #393, which have been established pursuant to the Indian Act;

"Touchwood Agency First Nations Territory" means the Day Star First Nation, Reserve number 87, Gordon First Nation, Reserve number 86, Muskowekwan First Nation, Reserve number 85, Fishing Lake First Nation, Reserve number 89 & 89A, Kawacatoose First Nation, Poorman Reserve number 88, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"Wadena Detachment" means the organizational component of the division of the RCMP which is assigned joint responsibility, with the Punnichy Detachment, for the provision of police services within the Touchwood Agency First Nations and that has prescribed territorial boundaries and includes the Touchwood Agency RCMP First Nations Community Police Service.

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada, the Province and the Federation of Saskatchewan Indian Nations on May 18, 1993 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.
- 2.2 This Agreement applies to the provision of policing services for Touchwood Agency First Nations and the establishment of the Touchwood Agency RCMP First Nations Community Police Service and forms part of Schedule "B" to the Framework Agreement between Canada, the Province and the Federation of Saskatchewan Indian Nations regarding the provision of the RCMP First Nations Community Policing Service in the Province.

SECTION 3: TERMS OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on July 1, 1994 and continues in force until March 31, 1997, unless it is terminated pursuant to Section 15 of this Agreement.

3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of five (5) Members and one (1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Touchwood Agency First Nations and the provision of the Touchwood Agency RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.

4.2 In addition to the Actual Costs set out in subsection 4.1 and subject to appropriation by Parliament, Canada agrees to provide to the Touchwood Agency First Nations:

- (a) on April 1 of each Fiscal Year, an amount not to exceed \$4,160 in each Fiscal Year for the costs of the Police Management Board described in Section 7; this amount represents 52% of the estimated annual costs of the Police Management Board and includes honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 13.4 and 13.5;
- (b) on April 1 of each Fiscal Year, an amount not to exceed \$15,600 in each Fiscal Year for the costs of the Community Support Services described in Section 8; this amount represents 52% of the estimated annual costs of the Community Support Services and includes \$2,000 per month for salaries or honorarium and \$6,000 per year for travel costs of its members as well as the liability insurance coverage referred to in Sections 13.4 and 13.5; and
- (c) on April 1 of each Fiscal Year, an amount not to exceed \$20,800 in each Fiscal Year for the costs of the Community Case Worker described in Section 9: this amount represents 52% of the estimated annual costs of the Community Case Worker and includes \$2,750 per month for salary and benefits and \$7,000 per year in travel costs as well as the liability insurance coverage referred to in Sections 13.4 and 13.5.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of five (5) Members and one (1) secretarial/support staff of the RCMP First Nations Community Policing Service for the Touchwood Agency First Nations and the provision of the Touchwood Agency RCMP First Nations Community Police Service in accordance with the terms and conditions set out in the Framework Agreement.
- 5.2 In addition to the Actual Costs set out in subsection 5.1 and subject to appropriation by the Provincial Legislature, the Province agrees to provide to the Touchwood Agency First Nations:
 - (a) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$3,840 in each Fiscal Year for the costs of the Police Management Board described in Section 7; this amount represents 48% of the estimated annual costs of the Police Management Board and includes honorarium and travel costs of its members as well as the liability insurance coverage referred to in Sections 13.4 and 13.5;
 - (b) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$14,400 in each Fiscal Year for the costs of the Community Support Services described in Section 8; this amount represents 48% of the estimated annual costs of the Community Support Services and includes \$2,000 per month for salaries or honorarium and \$6,000 per year for travel costs of its members as well as the liability insurance coverage costs referred to in Sections 13.4 and 13.5; and
 - (c) on a quarterly basis commencing April 1 of each Fiscal Year, an amount not to exceed \$19,200 in each Fiscal Year for the costs of the Community Case Worker described in Section 9; this amount represents 48% of the estimated annual costs of the Community Case Worker and includes \$2,750 per month for salary and benefits and \$7,000 per year in travel costs as well as the liability insurance coverage referred to in Sections 13.4 and 13.5.
- 5.3 During the term of this Agreement, the Province will provide, at the end of each Fiscal Year, to the Touchwood Agency First Nations copies of the appropriate documents which identify costs billed by the RCMP to Canada and the Province for the policing services provided to the Touchwood Agency First Nations.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE TOUCHWOOD AGENCY FIRST NATIONS

6.1 The Touchwood Agency First Nations or its designated representative shall, pursuant to the provisions of this Agreement:

- (a) establish a Police Management Board within fifteen (15) days of the signing of this Agreement;
- (b) identify persons suitable for the position of community case worker to be selected by the Police Management Board in consultation with the RCMP;
- (c) determine the terms of reference of the Police Management Board within sixty (60) days of the signing of this Agreement;
- (d) use the funds provided by Canada and the Province under this Agreement solely for the purposes for which they were provided;
- (e) maintain financial records with respect to the funds referred to in section 6.1(d) in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountant's Handbook, and the financial management regulations of the Touchwood Agency First Nations, including proper records of all expenditures made by the Touchwood Agency First Nations in connection with the project and the invoices, receipts and vouchers relating thereto;
- (f) on or before May 31 of each Fiscal Year during the term of this Agreement, submit to Canada and the Province, in a form acceptable to Canada and the Province, a financial statement covering the Fiscal Year, showing the complete disposition of the funds for the past Fiscal Year; and
- (g) upon submission of the financial statement referred to in paragraph (e) and in the event that the monies advanced exceed the eligible costs incurred during the Fiscal Year, return to Canada and the Province, an amount equal to any surplus funds not expended or accounted for at the end of the Fiscal Year unless there is approval in writing by Canada and the Province to retain these funds solely for the purposes for which they were provided.

- 6.2 The Touchwood Agency First Nations shall provide or cause to be provided a police facility to a maximum of 200 square feet in each of the five (5) communities for a total of 1,000 square feet (at an annual rate of \$10.00 per square foot (\$107.64 per square metre), such amount shall form part of the Actual Costs) at Touchwood Agency First Nations that meets the needs of the RCMP First Nations Community Policing Service and that is to the satisfaction of the Commissioner. Touchwood Agency First Nations shall in accordance with the Indian Act, enter into an arrangement with the RCMP for the use of such facility and these facilities shall be available for occupation by the RCMP-FNCPS on a date as mutually may be agreed upon by the Commanding Officer and the Band Council.
- 6.3 Touchwood Agency First Nations may, in accordance with the Indian Act, enter into an arrangement with an individual Member of the Touchwood Agency RCMP-FNCPS for the use of a residence and the fee for the use of such a residence shall be paid by the individual Member. These facilities shall be available for occupation by that Member on a date as mutually may be agreed upon by the Parties.

SECTION 7: POLICE MANAGEMENT BOARD

- 7.1 The Police Management Board to be established by the Touchwood Agency First Nations should be representative of the communities and may include participants who are Elders, women, and youth.
- 7.2 Consistent with this Agreement, the role and responsibilities of the Police Management Board will be to:
 - (a) identify policing issues and concerns of the communities to a representative of the Touchwood Agency RCMP First Nations Community Police Service;
 - (b) work with the Touchwood Agency RCMP First Nations Community Police Service in seeking solutions to community issues and concerns;
 - (c) work with the RCMP to develop, in consultation with a representative of the Touchwood Agency RCMP First Nations Community Police Service, the objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the communities and the police service to address specific community issues and concerns; and
 - (d) identify desirable attributes for Members of the RCMP First Nations Community Policing Service who are to be considered for deployment to the Touchwood Agency RCMP First Nations Community Police Service.

- 7.3 The Police Management Board shall meet at least once per month during the first year that this Agreement is in effect and at least once every two months during the second and third year of this Agreement.
- 7.4 The extraordinary costs that the members of the Police Management Board may incur in travelling to necessary meetings, conferences and seminars and that are not covered by the funding provided for in Sections 4.2(a) and 5.2(a) of this Agreement will be subject to discussions between the Parties.
- 7.5 The Police Management Board for the Touchwood Agency First Nations shall consist of no less than five (5) members who shall perform their duties as employees of the Touchwood Agency First Nations.
- 7.6 The members of the Police Management Board shall receive training and instruction from the Province commensurate with their duties and responsibilities.

SECTION 8: COMMUNITY SUPPORT SERVICES

- 8.1 The Community Support Services for the Touchwood Agency RCMP First Nation Community Police Service will be provided by one or more Elders from the Touchwood Agency First Nations who shall perform their duties as employees of the Touchwood Agency First Nations.
- 8.2 The Touchwood Agency First Nations agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 8.3 The one or more Elders referred to in subsection 8.1 will be selected by the Police Management Board in consultation with the Detachment Commanders of Punnichy Detachment and Wadena Detachment, for the Touchwood Agency RCMP First Nations Community Police Service.
- 8.4 The Community Support Services will act as a liaison between the communities and the Touchwood Agency RCMP First Nations Community Police Service and in so doing, enhance the role of the police in the community. In particular, the Community Support Services will:
 - (a) provide Members of the Touchwood Agency RCMP First Nations Community Police Service with spiritual and cultural advice on sensitive issues within the communities;
 - (b) identify community resources that may be utilized in handling sensitive community issues; and

- (c) facilitate workshops, meetings and discussions that will enhance and encourage the level of communication within the community on police related issues.
- 8.5 The Community Support Services collectively will perform the duties set out in Section 8.4 for a minimum of 40 hours per week.

SECTION 9: FIRST NATION COMMUNITY CASE WORKER

- 9.1 The Community Case Worker for the Touchwood Agency RCMP First Nations Community Police Service will be an employee of the Touchwood Agency First Nations and will perform the duties outlined in Sections 9.4 and 9.5 under the direction of the Detachment Commander of the Punnichy Detachment.
- 9.2 The Touchwood Agency First Nations agree to supply to the RCMP and the Police Management Board a list of candidates who may be suitable for that function.
- 9.3 The Community Case Worker will be selected by the Police Management Board in consultation with the Commanders of Punnichy and Wadena Detachments for the Touchwood Agency RCMP First Nations Community Police Service.
- 9.4 The Community Case Worker will act as a liaison between members of the community, community agencies and the Touchwood Agency RCMP First Nations Community Police Service and in doing so enhance the level and quality of service provided to members of the community. In particular, the Community Case Worker will:
 - (a) work out of a police office, under the direction of the Commander of the Punnichy Detachment, maintain client files, updating clients on file progress while maintaining an appropriate case management and information recording system;
 - (b) recruit and provide training for volunteers;
 - (c) assign case work to volunteers and in addition oversee, and provide guidance and advice to volunteers on appropriate service delivery to meet policing objectives; and
 - (d) meet and maintain security requirements of the RCMP and ensure that this same criteria is met by all volunteers.
- 9.5 In addition to the duties set out in subsection 9.4 the Community Case Worker, through the assistance of volunteers will:

- (a) assist clients subject of police files and, when necessary, make referrals to other agencies;
- (b) assist clients in obtaining financial reparation, court witness assistance, and the recovery of property;
- (c) assist victims in seeking medical attention when necessary and coordinate professional services for victims;
- (d) attend court with victims as well as ensure that children are oriented to the court process;
- (e) ensure that members of the communities are aware of the services provided by the Touchwood Agency RCMP First Nations Community Police Service through educational programs;
- (f) encourage victims of crime to report offenses to police and, through knowledge of the community, identify victims of crime to police;
- (g) act as a liaison between police educational institutions, inter-agency groups, social service agencies, self-help groups, and community Elders to improve and maintain effective communications; and
- (h) assist the Police Management Board in identifying and developing crime prevention strategies.

9.6 The Community Case Worker will perform duties set out in subsections 9.4 and 9.5 for a minimum of forty (40) hours per week under the supervision of the Commander of the Punnichy Detachment.

9.7 The Community Case Worker shall receive training commensurate to the duties outlined in subsections 9.4 and 9.5. The training costs and other related costs will be borne solely by the Province unless otherwise agreed to in writing by Canada.

SECTION 10: ROLE AND RESPONSIBILITIES OF THE RCMP

10.1 The RCMP will:

- (a) assign the equivalent of five (5) members of the RCMP First Nations Community Policing Service and one (1) secretarial/support staff to provide policing services for, or to assist in, the provision of policing services for the Touchwood Agency First Nations pursuant to this Agreement as soon as practicable within three (3) months from the signing of this Agreement;

- (b) make best efforts to ensure that Members of the RCMP First Nations Community Policing Service assigned to the Touchwood Agency First Nations are culturally compatible with these communities;
- (c) ensure that the process referred to in 10.1(b) will be consensual and be effected through consultation between the Police Management Board and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Members deployed through the RCMP First Nations Community Policing Service will devote all of their on duty time to the policing needs of the Touchwood Agency First Nations and at least 80% of this time shall be spent within the boundaries of the Touchwood Agency First Nations Territory as defined in this Agreement;
- (e) ensure that the time spent outside of the Touchwood Agency First Nations Territory boundaries by the Members of the RCMP First Nations Community Policing Service will be related to the handling of the Touchwood Agency First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commanders of the Wadena or Punnichy Detachments;
- (f) ensure that regular status reports detailing the policing services provided for the Touchwood Agency First Nations are supplied on a monthly basis to the Band Councils or their designated representatives and the Police Management Board;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Councils and the Police Management Board;
- (h) enforce present or future Band By-Laws enacted by the Touchwood Agency First Nations pursuant to the following sections of the Indian Act:
 - (i) section 81(1)(b) - the regulation of traffic,
 - (ii) section 81(1)(c) - the observance of law and order,
 - (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
 - (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,

- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve of the band,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve,
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve;

- (i) pay a fee for use of police office facilities in each of the five communities provided by the Touchwood Agency First Nations under subsection 6.2 at an annual rate of \$10.00 per square foot (\$107.64 per square metre); such fee shall form part of the Actual Costs; and
- (j) pay a fee for use of suitable accommodation when provided by the Touchwood Agency First Nations at a rate to be agreed to by the parties in an agreement with the RCMP; such fee shall form part of the Actual Costs.

10.2 The RCMP will ensure that Members providing service for the Touchwood Agency First Nations receive, in a timely manner, training to allow them to meet the needs of those communities. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of Touchwood Agency First Nations.

SECTION 11: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

11.1 The primary responsibility of the Members deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Touchwood Agency First Nations to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to those communities.

11.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 10, the Members deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the communities;

- (d) work with the communities and other agencies to prevent or resolve problems that affect the communities' safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the communities with similar initiatives in their capacity as members of the RCMP First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce the applicable federal and provincial laws and such Band By-Laws referred to in paragraph 10.1(h);
- (h) work with the Police Management Board towards the achievement of objectives, priorities, goals, strategies, special projects and a periodic evaluation of the police services which will assist the communities and the police service to address specific community issues and concerns; and
- (i) live in the communities when suitable accommodation which meets the needs of the RCMP First Nations Community Policing Service and which is to the satisfaction of the Commissioner is available, unless it is otherwise agreed to upon mutual consent of both the Member of the RCMP First Nations Community Policing Service affected and the Police Management Board that the particular Member may live outside the communities, as referred to in subsection 6.3.

SECTION 12: SPECIAL PROVISIONS

12.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Members assigned to the Touchwood Agency First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the Commanders of the Wadena or Punnichy Detachments will ensure that the policing needs of the communities are met;
- (b) the Commanders of the Wadena and Punnichy Detachments have the authority and responsibility for the personnel who provide the policing services for the Touchwood Agency First Nations; and

(c) concerns regarding the day-to-day policing of the communities should be brought to the attention of the Members of the RCMP First Nations Community Policing Service or the Commanders of the Wadena or Punnichy Detachments as may be appropriate under the circumstances.

SECTION 13: INDEMNIFICATION

- 13.1 The Touchwood Agency First Nations shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Police Management Board, the Community Support Services or the Community Case Worker or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 13.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the respective Band Councils, the Police Management Board, the Community Support Services or the Community Case Worker and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada or the Province in the performance of his or her duties.
- 13.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to this Agreement.
- 13.4 The Touchwood Agency First Nations shall, without limiting its obligations herein, insure the operations of the Police Management Board and Community Support Services and the Community Case Worker under a contract of comprehensive or commercial general liability, with an insurer in the Province, in an amount of not less than \$1,000,000.00 per occurrence insuring against bodily injury, personal injury and property damage including loss or use thereof. Such insurance shall include a blanket contractual liability.
- 13.5 The Touchwood Agency First Nations shall provide proof of all required insurance in a form acceptable to Canada and the Province and such proof of required insurance shall be promptly provided to Canada and the Province upon request.

SECTION 14: AMENDMENT

14.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 15: TERMINATION

15.1 The Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 16: NOTICES

16.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Ministry of the Solicitor General
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Department of Justice of Saskatchewan
1874 Scarth Street
Regina, Saskatchewan
S4P 3V7
Fax: 306-787-9111

(c) Touchwood Agency First Nations:

Chiefs and Councils
Touchwood Agency First Nations
P.O. Box 178
Lebret, Saskatchewan
SOG 2Y0

SECTION 17: SAVING PROVISION

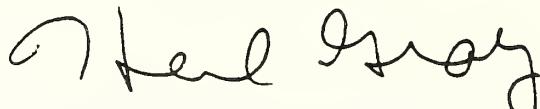
- 17.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 17.2 Nothing in this Agreement shall abrogate or derogate from any aboriginal treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 18: DISPUTES

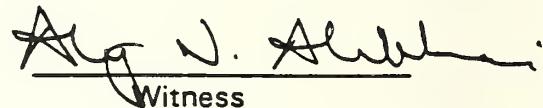
- 18.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Touchwood Agency First Nations in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

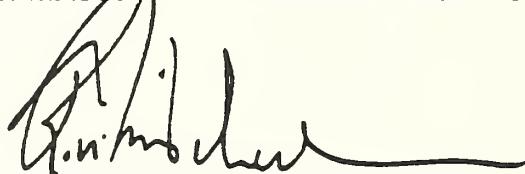


Solicitor General of Canada

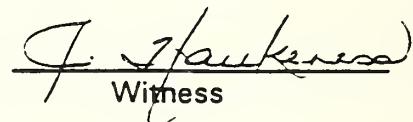


Witness

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN



Minister of Justice



Witness

CHIEF OF THE DAY STAR FIRST NATION

Conrad King
Chief

William Bruce Bell
Witness

CHIEF OF THE GORDON FIRST NATION

Douglas Michael
Chief

Winton Gobin
Witness

CHIEF OF THE MUSKOWEKWAN FIRST NATION

Hebert Veneczel
Chief

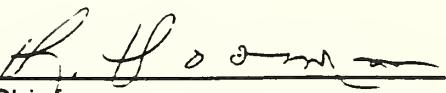
Richard St
Witness

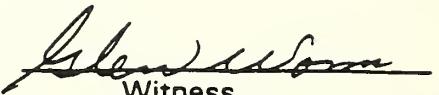
CHIEF OF THE FISHING LAKE FIRST NATION

Michael J. Wiggins
Chief

R Sunshine
Witness

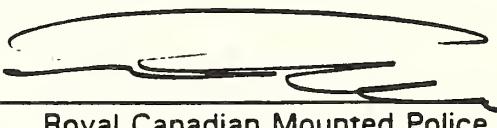
CHIEF OF THE KAWACATOOSE FIRST NATION

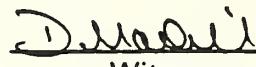


Chief

Witness

The terms and conditions of this Agreement are hereby acknowledged by the Royal Canadian Mounted Police as represented by the Commissioner or his designate.



Royal Canadian Mounted Police

Witness

SECTION 11

AGREEMENT BETWEEN
CANADA - BRITISH COLUMBIA
AND THE
NANOOSE FIRST NATION
FOR THE
ROYAL CANADIAN MOUNTED POLICE -
FIRST NATIONS COMMUNITY POLICING SERVICE

2

THIS AGREEMENT MADE THE 8th DAY OF September 1995. *LD*

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA
(hereinafter referred to as "Canada")

of the first part

- AND -

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA

AS REPRESENTED BY THE ATTORNEY GENERAL OF BRITISH COLUMBIA
(hereinafter referred to as the "Province")

of the second part

- AND -

THE NANOOSE FIRST NATION,
AS REPRESENTED BY ITS CHIEF

(hereinafter referred to as the "Nanoose First Nation")

WHEREAS the Parties wish to cooperate in the provision of effective, efficient, professional and culturally responsive policing services within the Nanoose First Nation Territory consistent with the needs of Nanoose First Nation, the federal First Nations Policing Policy, the Commissioner's formal statement on RCMP community policing, RCMP service standards and the Province's policy for First Nations policing;

WHEREAS the Parties recognize that Nanoose First Nation has a role in the determination of the level and quality of the policing services which it receives and that a tripartite agreement will give concrete expression to this role;

WHEREAS the Parties recognize that the policing services provided through the RCMP First Nations Community Policing Service include the enforcement of the applicable federal and provincial statutes as well as applicable present or future Band by-laws enacted pursuant to the Indian Act R.S.C., 1985, c.I-5 for any of the purposes specified in this Agreement, the prevention of crime and the maintenance of order;

WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties;

WHEREAS the Parties wish to, subject to and in accordance with the terms of this Agreement, enter into this Agreement to enable a Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanoose First Nation;

AND WHEREAS Canada and the province intend to enter into a Community Tripartite Agreement with the Nanoose First Nation to enable the same Member deployed under the RCMP First Nations Community Policing Service to provide policing services for the Nanaimo First Nation as well as the Nanoose First Nation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 For the purposes of this Agreement, each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

"Actual Costs" means those direct and indirect costs, as described in article 10 of the Framework Agreement entered into between Canada and the Province on January 13, 1994, incurred by the RCMP in providing policing services to First Nation communities through the RCMP First Nation Community Policing Services during the term of this Agreement;

"By-Law" means the by-laws enacted by the Band Council of the Nanoose First Nation pursuant to the Indian Act;

"Band Council" means the Band Council of the Nanoose First Nation;

"Commander" means the RCMP Member in charge of the Nanaimo Detachment, who manages the physical, financial and human resources of the Detachment;

"Commanding Officer" means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;

"Commissioner" means the Commissioner of the Royal Canadian Mounted Police;

"Community Consultative Group" means the group established under section 7 of this Agreement;

"Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;

"First Nations Policing Policy" means the federal First Nations Policing Policy announced by the Solicitor General of Canada and the Minister of Indian Affairs and Northern Development on June 27, 1991;

"Member" means any member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act, and any regulations made pursuant thereto and without limitation includes any regular member, special constable, special constable member, and civilian so appointed;

"Minister" means the Minister of the Province of British Columbia responsible for policing services in the Province;

"Nanaimo Detachment" means the organizational component of the sub-division or division of the RCMP which is assigned the prime responsibility for the provision of police services within the Nanoose First Nation and that has prescribed territorial boundaries;

"Nanaimo First Nation" means the Nanaimo Band number 648, which has been established pursuant to the Indian Act;

"Nanaimo First Nation Territory" means the Gabriola Island Reserve number 5, Ma-Guala Reserve number 6, Nanaimo River Reserve number 2, Nanaimo River Reserve number 3, Nanaimo River Reserve number 4, Nanaimo Town Reserve number 1, which are "reserves" as defined in subsection 2(1) of the Indian Act;

"Nanoose First Nation" means the Nanoose Band number 649, which has been established pursuant to the Indian Act;

"Nanoose First Nation Territory" means the Nanoose Band Reserve, which is a "reserve" as defined in subsection 2(1) of the Indian Act;

"Province" means the Province of British Columbia;

"RCMP" means the police force for Canada continued under the Royal Canadian Mounted Police Act, and known as the Royal Canadian Mounted Police;

- 1.2 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.

SECTION 2: APPLICATION

- 2.1 This Agreement applies to the provision of policing services for the Nanoose First Nation and forms part of Schedule "B" to the Framework Agreement between Canada and the Province regarding the provision of the RCMP First Nations Community Policing Service in the Province.
- 2.2 This Agreement is made pursuant to the Framework Agreement for the RCMP First Nations Community Policing Service entered into between Canada and the Province on January 13, 1994 (hereinafter referred to as the "Framework Agreement"). Unless this Agreement expressly makes arrangements otherwise, all the provisions of the Framework Agreement apply to this Agreement.

SECTION 3: TERM OF AGREEMENT

- 3.1 Notwithstanding the date on which this Agreement is executed, this Agreement comes into force on April 1, 1994 and continues in force until March 31, 1998, unless it is terminated pursuant to section 13 of this Agreement.
- 3.2 Upon the written agreement of the Parties, the provisions of this Agreement will remain in force pending its renewal, extension or renegotiation.

SECTION 4: ROLE AND RESPONSIBILITIES OF CANADA

- 4.1 Subject to appropriation by Parliament, Canada agrees to provide to the RCMP 52% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanoose First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 5: ROLE AND RESPONSIBILITIES OF THE PROVINCE

- 5.1 Subject to appropriation by the Legislature, the Province agrees to provide to the RCMP 48% of the Actual Costs of a complement of .5 of a Member of the RCMP First Nations Community Policing Service for the Nanoose First Nation in accordance with the terms and conditions set out in the Framework Agreement.

SECTION 6: ROLE AND RESPONSIBILITIES OF NANOOSE BAND COUNCIL

6.1 The Band Council of the Nanoose First Nation or its designated representative will, pursuant to the provisions of this Agreement:

- (a) establish a Community Consultative Group within sixty (60) days of the signing of this Agreement;
- (b) determine the terms of reference of the Community Consultative Group within sixty (60) days of the signing of this Agreement; and
- (c) provide a work station for the use of the Member of the RCMP-First Nations Community Policing Service who will be providing policing services to the Nanoose First Nation.

SECTION 7: COMMUNITY CONSULTATIVE GROUP

7.1 The Community Consultative Group to be established by the Nanoose First Nation should be representative of the community and may include participants who are elders, women and youth.

7.2 Consistent with this Agreement, the role and responsibility of the Community Consultative Group will be to:

- (a) identify policing issues and concerns to a representative of the RCMP Nanaimo Detachment;
- (b) work with the RCMP Nanaimo Detachment in seeking solutions to community issues and concerns; and
- (c) work with the RCMP to develop, in consultation with a representative of the RCMP Nanaimo Detachment, the objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

7.3 The Community Consultative Group will meet as it deems necessary.

SECTION 8: ROLE AND RESPONSIBILITIES OF THE RCMP

8.1 The RCMP will:

- (a) assign one(1) Member of the RCMP First Nations Community Policing Service to provide policing services for, or to assist in, the provision of policing services to both the Nanoose and the Nanaimo First Nations pursuant to this Agreement and a Community Tripartite Agreement between Canada, the Province and the Nanaimo First Nation as soon as practicable within six(6) months from the signing of this Agreement;
- (b) make best efforts to ensure that the Member of the RCMP First Nations Community Policing Service assigned to the Nanoose and the Nanaimo First Nations is culturally compatible with the community;
- (c) ensure that the process referred to in paragraph 8.1(b) will be consensual and be effected through consultation between the Nanoose and the Nanaimo First Nations and the Commanding Officer of the Division or his or her designate;
- (d) ensure that the Member deployed through the RCMP First Nations Community Policing Service will devote all of his or her on duty time equally to the policing needs of the Nanoose and Nanaimo First Nations and that at least 80% of this time shall be spent within the boundaries of the Nanoose First Nation Territory and the Nanaimo First Nation Territory;
- (e) ensure that the time spent outside of the Nanoose First Nation Territory and the Nanaimo First Nation Territory boundaries by the Member of the RCMP First Nations Community Policing Service will be related to the handling of Nanoose and Nanaimo First Nations policing issues, except where an emergency exists, in which case the duties will be determined by the Commander of Nanaimo Detachment;
- (f) ensure that regular status reports detailing the policing services provided for Nanoose First Nation are supplied on a monthly basis to the Band Council of the Nanoose First Nation or its designated representative and the Community Consultative Group;
- (g) ensure that, where it is deemed appropriate, special reports, in addition to the monthly reports, be provided on request, to the Band Council and the Community Consultative Group; and

(h) enforce present or future by-laws enacted by the Band Council of the Nanoose First Nation pursuant to the following sections of the Indian Act:

- (i) section 81(1)(b) - the regulation of traffic,
- (ii) section 81(1)(c) - the observance of law and order,
- (iii) section 81(1)(d) - the prevention of disorderly conduct and nuisances,
- (iv) section 81(1)(p) - the removal and punishment of persons trespassing on the reserve or frequenting the reserve for prohibited purposes,
- (v) section 85.1(a) - prohibiting the sale, barter, supply or manufacture of intoxicants on the reserve,
- (vi) section 85.1(b) - prohibiting any person from being intoxicated on the reserve, or
- (vii) section 85.1(c) - prohibiting any person from having intoxicants in his possession on the reserve.

8.2 The RCMP will ensure that the Member providing service for the Nanoose First Nation receive, in a timely manner, training to allow him or her to meet the needs of that community. Such training may consist of, but not be limited to family violence, substance abuse, suicide prevention and other areas which are consistent with the policing needs of the Nanoose First Nation.

SECTION 9: ROLE AND RESPONSIBILITIES OF THE RCMP FIRST NATIONS COMMUNITY POLICING SERVICE

9.1 The primary responsibility of the Member deployed through the RCMP First Nations Community Policing Service will be to work in cooperation with the Nanoose First Nation to provide a professional, effective and efficient policing service, in a manner which is responsive and culturally sensitive to that community.

4.2 In addition to the "Role and Responsibilities of the RCMP", as described in Section 8, the Member deployed through the RCMP First Nations Community Policing Service will:

- (a) treat all people equally and with respect;
- (b) uphold the Canadian Charter of Rights and Freedoms;
- (c) serve and protect the community;
- (d) work with the community and other agencies to prevent or resolve problems that affect the community's safety and quality of life;
- (e) establish crime prevention initiatives through community education or assist the community with similar initiatives in his or her capacity as a member of the RCMP-First Nations Community Policing Service;
- (f) promote a creative and responsive environment to allow all RCMP Members to deliver community policing services;
- (g) enforce applicable federal and provincial laws and such by-laws referred to in paragraph 8.1(h); and
- (h) work with the Community Consultive Group towards the achievement of objectives, priorities, goals, strategies and special projects which will assist the community to address specific community issues and concerns.

SECTION 10: SPECIAL PROVISIONS

10.1 During the term of this Agreement it shall be acknowledged by the Parties that:

- (a) the Member assigned to the Nanoose and the Nanaimo First Nations through the RCMP First Nations Community Policing Service may be absent from time to time due to illness, holidays or other duty related requirements, in which case the commander of Nanaimo Detachment will ensure that the policing needs of the community are met;
- (b) the Commander of Nanaimo Detachment has the authority and responsibility for the personnel who provide the policing services for the Nanoose First Nation; and

- (c) concerns regarding the day-to-day policing of the community should be brought to the attention of the Commander of Nanaimo Detachment.

SECTION 11: INDEMNIFICATION

- 11.1 The Nanoose First Nation shall indemnify and save harmless Canada and the Province and their respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses that may arise directly or indirectly out of any act or omission of the Community Consultative Group or its respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 11.2 Neither Canada nor the Province shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Nanoose First Nation, the Community Consultative Group and their respective members, employees, officers or agents in the performance of this Agreement.
- 11.3 Canada shall not be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.

SECTION 12: AMENDMENT

- 12.1 This Agreement may be amended from time to time by written agreement of all Parties.

SECTION 13: TERMINATION

- 13.1 Any of the Parties may terminate this Agreement with regard to the RCMP First Nations Community Policing Service by giving the other Parties twelve (12) months notice in writing.

SECTION 14: NOTICES

- 14.1 Any notice or other document required or permitted to be given by one Party to the other Party under this Agreement will be in writing and shall be communicated by registered mail addressed to:

(a) Canada:

Solicitor General Canada
Aboriginal Policing Directorate
340 Laurier Avenue West, 11th floor
Ottawa, Ontario
K1A 0P8
Fax: 613-991-0961

(b) the Province:

Ministry of the Attorney General
Room 232
Parliament Buildings
Victoria, British Columbia
V8V 1X4
Fax: 604-387-6411

(c) Nanoose First Nation:

209 Mallard Way
Lantzville, B.C.
V0R 2H0
Fax: 604-390-3365

SECTION 15: SAVING PROVISION

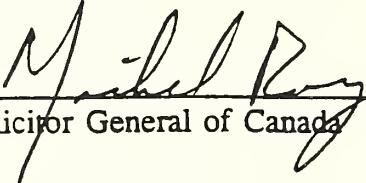
- 15.1 Nothing in this Agreement is in any way intended to replace or amend any obligation that either Party is bound by or required to perform by operation of law.
- 15.2 Nothing in this Agreement shall abrogate or derogate from any Aboriginal, treaty, constitutional or other rights which have accrued or may accrue to any of the Parties.

SECTION 16: DISPUTES

- 16.1 Any new issue, matter of general concern or dispute arising under this Agreement shall be a matter for consultation and resolution between the Solicitor General, the Minister and the Nanoose First Nation in such manner as they shall see fit.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

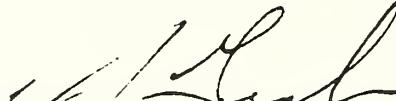


Solicitor General of Canada

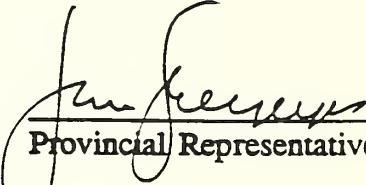


Regional Representative

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA



W.W. Helm
Attorney General of British Columbia



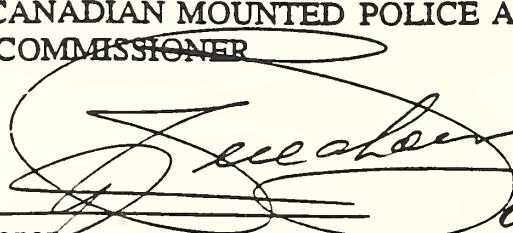
Jim Prentiss
Provincial Representative

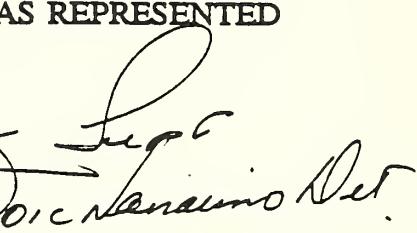
THE NANOOSE FIRST NATION:



The Chief of the Nanoose Band

ROYAL CANADIAN MOUNTED POLICE AS REPRESENTED
BY THE COMMISSIONER



Commissioner 
Sept 6
O.C. Nanaimo Det.

